

Regular Meeting  
Tuesday, June 9, 2026 6:00 PM

Dr. Matthew Prophet Education Center - Board  
Auditorium  
501 N. Dixon St  
Portland, OR 97227

## Agenda

1. 6:00 pm - Call to Order / Opening
2. 6:05 pm - Resolution Recognizing June as LGBTQ+ Pride Month in Portland Public Schools (Resolution 7311) *Vote - Public Comment Accepted*
3. 6:15 pm - Board Leadership Intention
4. 6:20 pm - Superintendent's Report
5. 6:30 pm - Student Representative's Report
6. 6:35 pm - Student and Public Comment
7. 7:05 pm - Comments from our Union Partners
8. 7:10 pm - 2025–2028 Agreement between Amalgamated Transit Union and School District No. 1J, Multnomah County, Oregon (Resolution 7316)  
*Vote - Public Comment Accepted*
9. 7:20 pm - Resolution to Change the Name and Mascot of Joseph Lane Middle School (Resolution 7312) *Vote - Public Comment Accepted*
10. 7:35 pm - Bond Accountability Committee Quarterly Report
11. 7:50 pm - Discussion: Bond Accountability Committee Charter
12. 8:05 pm - Grades 6-12 Social Studies Curriculum Materials Adoption (Resolution 7313)  
*Vote - Public Comment Accepted*
13. 8:30 pm - Resolution to Adopt Revised Policies: (Resolution 7314)
  - 1.70.020-P - Policies and Administrative Directives
  - 7.10.010-P School-Site Councils
  - 7.10.020-P Districtwide Advocacy and Fundraising
  - 7.10.030-P District Foundation
  - 7.20.020-P Volunteers
14. *Vote - Public Comment Accepted*
15. 8:35 pm - Resolution to Rescind Board Policies (Resolution 7315)
  - 7.10.040-P Parental and Family Involvement in Support of Academic Achievement
  - 7.20.040-P Citizen-Community Sponsored Contests
16. *Vote - Public Comment Accepted*
17. 8:40 pm - First Reading of 2.00.000 Policies - District Administration
  - 2.10.010-P Racial Educational Equity Policy
  - 2.20.010-P Naming School District Property
  - 2.30.010-P Religious and Cultural Observances
  - 2.40.020-P Student Participation
  - 2.50.010-P Public Access to District Records
  - 2.50.020-P Student Education Records
- 17.(a) 2.10.010-P Racial Educational Equity Policy
- 17.(b) 2.20.010-P Naming School District Property

- 17.(c) 2.40.020-P Student Participation
- 17.(d) 2.50.010-P Public Access to District Records
- 17.(e) 2.50.020-P Student Education Records
- 17.(f) 2.30.010-P Religious and Cultural Observances
- 18. 8:50 pm - Budget Discussion: ACCESS Transportation Hub
- 19. 9:05 pm - Consent Agenda: Resolutions 7298 and 7317 through 7322 Vote- Public Comment  
Accepted
  - 19.(a) Expenditure Contracts (Resolution 7317)
  - 19.(b) Revenue Contracts (Resolution 7318)
  - 19.(c) Resolution to Appoint Audit Committee Members (Resolution 7319)
  - 19.(d) Resolution to Direct the Superintendent to Begin a Renaming Process for  
Cleveland High School, Jefferson High School, Robert Gray Middle School, and  
Cesar Chavez K - 8 School (Resolution 7320)
  - 19.(e) Settlement Agreement (Resolution 7321)
  - 19.(f) Adoption of the Minutes (Resolution 7322)
  - 19.(g) Resolution 7298 - Expenditure Contracts
- 20. 9:10 pm - Other Business, Committee Referrals, and Future Agenda Items
- 21. 9:15 pm - Adjourn

## **RESOLUTION No. 7311**

### **Resolution Recognizing June as LGBTQ+ Pride Month in Portland Public Schools**

#### **RECITALS**

- A. Portland Public Schools is committed to fostering a safe, inclusive, and equitable environment for all students, staff, and families.
- B. June is nationally recognized as LGBTQ+ Pride Month in commemoration of the Stonewall Uprising of June 1969, which was a pivotal moment in the movement for LGBTQ+ rights in the United States.
- C. Portland Public Schools, the largest school district in the state of Oregon, is home to a proud community of LGBTQ+ staff, students, and families.
- D. LGBTQ+ students, families, and staff continue to face challenges related to discrimination, exclusion, and marginalization that can impact their mental health, safety, and educational outcomes.
- E. It is the responsibility of the Portland Public Schools to affirm the dignity and worth of all individuals and to promote a learning environment where every student feels valued, respected, and supported.
- F. The recognition of Pride Month offers an opportunity to celebrate the diversity of our school community and to educate students and staff about the history, achievements, and ongoing struggles of LGBTQ+ individuals.

#### **RESOLVED**

- 1. The Portland Public Schools Board of Education hereby proclaims June as LGBTQ+ Pride Month and encourages all schools within the district to engage in appropriate activities, discussions, and learning opportunities to recognize and support LGBTQ+ students, families, and staff.
- 2. The Portland Public Schools Board of Education reaffirms its commitment to policies and practices that ensure equity, safety, and belonging for LGBTQ+ individuals throughout our schools and the wider community.

**RESOLUTION No. 7316**

2025–2028 Agreement between Amalgamated Transit Union and  
School District No. 1J, Multnomah County, Oregon

**RECITALS**

The 2022-2025 Collective Bargaining Agreement between School District No. 1J, Multnomah County, Oregon (Portland Public Schools) and the Amalgamated Transit Union (ATU) expired on June 30, 2025.

**RESOLUTION**

The Portland Public Schools Board of Education (Board) adopts and approves the 2025–2028 Collective Bargaining Agreement (ATU CBA) between the Portland Public Schools and ATU, attached hereto as Exhibit A. The Superintendent or designee is authorized to make technical corrections to the Agreement in order to correct typographical and spelling errors, make formatting changes, or renumber provisions, so long as the intended meaning of the Agreement is not thereby altered.

# AGREEMENT



between

**AMALGAMATED TRANSIT UNION**

and

**PORTLAND PUBLIC SCHOOLS**

**~~2022-2025~~ 2025-2028**

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**AGREEMENT**  
**Between**  
**AMALGAMATED TRANSIT UNION**  
**And**  
**PORTLAND PUBLIC SCHOOLS**  
~~**-2022-2025-2025-2028**~~

**PREAMBLE**

This Agreement is entered into by and between the Amalgamated Transit Union, hereinafter referred to as the "ATU" and School District #1, Multnomah County, Oregon, hereinafter referred to as the "District".

**ARTICLE 1: RECOGNITION AND APPLICATION OF THE AGREEMENT**

The District recognizes the ATU as the exclusive bargaining representative for its bus drivers and Type 10 Passenger Car Drivers as provided in *Appendix D*, excluding any supervisory or management employees and any temporary employees or contract employees. ~~A temporary employee is defined as an employee who was hired to work less than six (6) consecutive months or was hired to replace an employee who is on either an approved leave of absence or absence due to an on the job injury.~~

**ARTICLE 2: STATUS OF AGREEMENT**

- A. This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the District which shall be contrary or inconsistent with its terms. The provisions of this Agreement and specific modifications thereto found in the appendices shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District for employees covered by this Agreement. This agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all rights and obligations of the parties. Any changes to this Agreement are subject to the written approval of the ATU and the District.
- B. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by the Agreement.
- C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, one (1) by ATU.
- D. ~~The District shall print and provide sufficient copies to the ATU for distribution to all employees covered by the Agreement within~~ Within sixty (60) days following ratification. ~~The District shall provide a copy to all new employees. Access to an~~

electronic version of this Agreement to all employees. Paper copies shall be printed upon request.

- E. The Board, the ATU and their respective representatives shall take no action in violation of, or inconsistent with, any provision of this Agreement.
- F. The parties acknowledge that during negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subjects appropriate for bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, except as otherwise expressly provided for in this Agreement, or as required by State collective bargaining law, the Board and the ATU agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject matter, during the term of this Agreement.

### ARTICLE 3: CONTRACT ADMINISTRATION

- A. At the request of either party, representatives of the ATU and the District shall meet at mutually agreed times and places for the purpose of reviewing the administration of this Agreement.
- B. The Union shall select up to three (3) bus drivers from the Student Transportation department to meet with District designated management representatives in one committee **approximately at least** once every two (2) months.
- C. A Human Resources/Labor Relations representative **or designee** and a Union Business Representative are **welcome required** to attend.
- D. Additional meetings may be requested as needed by either party and upon mutual agreement the parties shall have a supplemental Labor Management Committee meeting.
- ~~E. The Joint Labor Management Committee shall serve as a pilot and through mutual agreement, may continue on a year-to-year basis.~~
- F. LMC Topics for discussion may include but are not limited to:
  - a. Training
  - b. Health and Safety concerns
  - c. Respectful work environment
  - d. Contracting out, use of Type 10 drivers, and cabs
  - e. Scheduling

### ARTICLE 4: UNION RIGHTS

- A. The ATU, through its representatives, shall have the right to transact official ATU business relevant to employees on School District property at all reasonable times, provided that it shall not interfere with or interrupt classes or other normal School District operations. Such rooms or other appropriate meeting facilities shall be made available for ATU use as requested without charge to the ATU, except that the Board

may make reasonable charge when special service is required beyond normal operational practice.

- B. ATU representatives shall have the right to use School District facilities and office equipment when the same are not otherwise in use. The ATU agrees to pay the cost of all materials and supplies incidental to such use.
- C. ATU representatives shall make their presence known in advance to the appropriate administrative authority when visiting School District facilities. Such visits shall not interrupt work or disrupt normal School District functions.
- D. The ATU shall have the right to make announcements at employee staff meetings or by use of any existing communication procedures not ordinarily available to students.
- E. The ATU and its representatives shall have the right to post notices of activities and matters of ATU business and concern on **staff ATU's** bulletin boards. The ATU may use the District mailboxes for communications.
- F. The Board shall make available to the ATU upon written request to the Human Resources Department any and all reasonably available information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. Any request that requires information or material that is not readily available shall be provided to the union for the cost of production of that material.
- G. Copies of ~~written work rules~~ **the Student Transportation Handbook** which are applicable to a classification of employees and issued by supervision after the execution of this Agreement, for which failure to comply may result in discipline of an employee, shall be emailed to ATU **employees and ATU's office** ~~or sent by US mail to the ATU local office and ATU executive board officer~~ five (5) days prior to being posted ~~or provided to the employees and their affiliated ATU union.~~ The District shall send to the ATU by ~~US Mail or~~ email any draft changes to the ~~Bus Drivers' Handbook and Procedures Manual~~ **Student Transportation Handbook** by July 1. Upon employment or re-employment, a driver shall be given a **digital** copy of the ~~Bus Drivers' Handbook~~ **Student Transportation Handbook**, the current collective bargaining agreement, and the Oregon Pupil Transportation Manual **will be made available to drivers, and paper copies shall be available upon request.**
- H. The ATU shall reimburse the District for the salary and benefit costs of any employee released from their work assignment to conduct business on behalf of the ATU excluding business conducted with the District.

## **ARTICLE 5: NO STRIKE**

### **CCL**

During the life of this Agreement, the ATU or any employee(s) will not authorize, cause, engage in, or sanction any form of illegal concerted work stoppage, boycott, picketing, or any other interruption of work at, within, or concerning any facilities or operations of

the School District. The District shall not cause an illegal lockout of employees from their work.

## **ARTICLE 6: MANAGEMENT RIGHTS**

### **CCL**

Except as expressly prohibited by the Agreement, the ATU agrees that the Board and its designees shall retain control and direction over all matters of inherent managerial policy. Such matters shall include, but are not limited to:

- A. The executive management and administrative control of the school system and its functions and programs, including the development of budgets and actions as may be necessary to meet emergency situations;
- B. Hire all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, termination, demotion, promotion or transfer;
- C. Assign and direct the work of all employees, and determine the number of shifts and hours and days of work and starting times and scheduling of all employees;
- D. Determine the policy affecting the selection, testing or training of employees;
- E. Establish the work and school calendar;
- F. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including any changes, automation, or institution of new methods or processes;
- G. Adopt rules, and regulations;
- H. Determine the location or relocation of its facilities, including the establishment or relocations of schools, buildings, departments, divisions or subdivisions and the relocation or closing of offices, departments, schools, programs, divisions or subdivisions, buildings or other facilities;
- I. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
- J. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- K. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization; and,
- L. Select and utilize technology.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific terms of this Agreement and are subject to the duty to bargain under ORS 243.650 et. seq. Whenever practicable, the District shall inform the ATU of any significant issues affecting employees covered by this Agreement.

## **ARTICLE 7: PAYROLL DEDUCTIONS**

CCL

- A. **Union Dues.** Any employee who is a member of the ATU, or who has applied for membership, may sign and deliver through the ATU to the District's Payroll Office an assignment authorizing deduction of membership dues in the ATU. Such authorization shall continue in effect from year to year unless revoked in writing between September 1 and October 1 of any year. Pursuant to such authorization the District shall deduct the regular monthly dues from a regular salary check of the employee during each calendar month. With respect to all sums deducted by the District pursuant to said authorizations, the District agrees to remit such items within ten (10) days from the date of deduction to the ATU affiliate.
- B. The District will supply to the ATU the name, address, classification and date of hire of each newly hired or rehired employee on a monthly basis.
- C. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee for District-approved deductions, including but not limited to:
- Approved Charitable Organizations
  - Health Insurance Premiums
  - Fixed or Variable Tax Deferred Annuity Plans
  - I.R.C. Section 125 Flexible Spending Account Plan
- Upon appropriate written request from the employee, the District will make direct deposit of wages to financial institutions as directed by the employee.
- D. The ATU agrees that it will indemnify, defend and save harmless the District and all persons acting on behalf of the District from all suit actions, proceedings, complaints, claims, liability or expense resulting from the implementation or enforcement of this Article or any provision thereof.

## **ARTICLE 8: MAINTENANCE OF BENEFITS**

CCL

No employee covered by this Agreement shall suffer any reduction in rate of pay or fringe benefits solely as a result of the execution of this Agreement excluding any changes to healthcare benefits under Article 16.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

The purpose of this procedure is to provide for an orderly adjustment of grievances contended by an employee or group of employees.

## SECTION 1

### DEFINITIONS

- A. An “aggrieved” is an employee or group of employees who initiate a complaint alleging they have been ~~directly injured affected through~~ by a violation of the terms of this Agreement. The term “aggrieved” also includes the ATU with respect to alleged violations of its organizational rights under this Agreement.
- B. A “grievance” shall mean a contention by an aggrieved that they have been ~~directly injured affected~~ by a violation of this Agreement. The term “grievance” shall not include and this procedure shall not apply to any of the following:
  - 1. Any matter as to which the Board of Education is without authority to act;
  - 2. Any matter for which a specific administrative or judicial remedy has been prescribed by the State and/or Federal Statute. (Such as employment discrimination, health and safety, etc.)
  - 3. Any dispute concerning whether any part of this Agreement became effective or ceased to be effective.
- C. The term “days” shall mean work days excluding weekends and holidays.

### GENERAL PROCEDURES

- A. The aggrieved must be present at *Step 1* and may be present at all others. In processing the grievance, the grievant may:
  - 1. Represent themselves as described in *Step 1* of this grievance procedure; or
  - 2. Be represented by their union at the union’s expense.
- B. Grievance regarding discipline shall be filed at ~~Step 2~~ **1** within ten (10) days of first such knowledge of the alleged violation.
- C. Grievance regarding discharge shall be filed at ~~Step 3~~ **2** within ten (10) days of first such knowledge of the alleged violation.
- D. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process.
- E. It may at times become necessary to extend time limits. These extensions are to be kept to a minimum and must be mutually consented to in writing by the parties involved.
- F. Failure at any Step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next Step. Failure at any Step of this procedure to appeal a decision to the next Step within the specified time limits shall be deemed to be acceptance of the decision rendered at that Step.

- G. The Board and its administrators shall cooperate with the grievant in the investigations of any grievance, and further will furnish the grievant or their representative with such necessary and readily available information as requested for the processing of any grievance. The ATU shall pay any reasonable and necessary costs of the District in compiling and providing this information.
- H. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or administrative remedies for the conduct complained of, and failure to do so shall preclude resort to such other remedies.
- I. A representative of the ATU may be present at all Steps of the procedure. The ATU will be notified promptly of the terms of the final decision or settlement of any written grievance filed and may itself file a grievance based on an alleged inconsistency thereof with this Agreement within five (5) days from receipt of such notice.
- J. The District shall continue to provide for employees covered by this Agreement a separate grievance procedure with respect to issues arising solely under policies and regulations, which are not covered by this Agreement.

## SECTION 2

### **STEP 1**

The grievance shall be submitted in writing to their ~~immediate supervisor~~ **manager** within ten (10) days of first such knowledge of the alleged violation. The ~~immediate supervisor manager, in conjunction with department head or designee~~, shall respond within ~~ten (10) fifteen~~ **(15)** days following the date the grievance was presented with a decision in writing. If the aggrieved is not satisfied with the Step 1 decision, the aggrieved has ~~ten (10) fifteen~~ **(15)** days from that date of receiving the decision letter to appeal to Step 2.

### **~~STEP 2~~**

~~If no settlement is reached at Step 1, within ten (10) days the grievance shall be submitted in writing to the department head who shall promptly conduct an investigation. If the investigation includes a meeting where the aggrieved is present, they may be represented according to Section 2. Within ten (10) days following the investigation a decision, in writing, shall be rendered.~~

### **STEP 3 2**

If the grievance is not resolved at Step ~~2~~ **1**, it may be appealed within ~~ten (10) fifteen~~ **(15)** days to ~~the Director of~~ Labor Relations. The parties to this Agreement shall, within ten (10) days appoint members to a grievance committee. The Committee shall consist of four (4) members of which two (2) shall be appointed by the ATU and two (2) by the District. The Committee shall convene within ~~ten (10) thirty~~ **(30)** working days from the time its members are appointed and shall review the record of the grievance and may conduct a hearing on the grievance. Within ten (10) days of completion of the review or hearing, the Committee shall issue its decision in writing. A majority decision by the Committee shall be final and binding.

#### **STEP-4**

If a majority opinion is not reached at Step ~~3~~ 2, the ATU within thirty (30) calendar days shall notify the District in writing of intent to arbitrate and within ten (10) days of such notice, the Union shall request a list of arbitrators from the Employee Relations Board as provided in Step ~~5~~ 3 below.

#### **STEP ~~5~~ 3 - Arbitration**

Insofar as the decision at Step-~~4~~ 2 is alleged to be a violation of a specific provision of this Agreement, excluding claims of discrimination, the ATU may submit the grievance to arbitration according to the following procedures. The District shall be notified of said action.

- A. The arbitrator shall be selected from a list of seven (7) arbitrators from Oregon and Washington, provided by the Employment Relations Board. Each party shall then alternately strike one (1) name from the list until one (1) remains and such person shall be the arbitrator. Nothing is intended to preclude the parties from mutually agreeing on an arbitrator.
- B. The employee may not appeal to arbitration without approval of the ATU and without notice to the District of the appeal to arbitration.
- C. Except by mutual agreement of the parties, the arbitrator must render their decision in writing within thirty (30) days following the closing of the record, including the filing of post-hearing briefs.
- D. The arbitrator's decision shall be confined exclusively to the explicit provision(s) of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, detract from, remove, alter or amend or in any other way modify any provision of this agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall not substitute their judgment for that of either the District or the ATU.
- E. The decision of the arbitrator shall be binding on all parties, provided: (1) the arbitrator must restrict their decision to interpretation of the Agreement, (2) is in accordance with the legal meaning of this Agreement, (3) is based on substantial evidence, and (4) does not result in an obligation to pay money beyond amounts budgeted for the particular item or purpose in the current budget.
- F. Should either party wish to seek review of an arbitrator's decision, proceedings must be instituted in a court or agency of competent jurisdiction within thirty (30) days of the effective date of the arbitrator's decision.
- G. Cost charged by the arbitrator shall be fully borne by the losing party in the arbitration.

### **ARTICLE 10: DISCIPLINE, DEMOTION AND DISCHARGE**

- A. All drivers are required to read and become familiar with the Student Transportation Handbook.

- B. No employee shall be disciplined without just cause. For the purpose of this Article, discipline shall include written warnings and reprimands (excluding evaluations) placed in the employee's personnel file, suspension or discharge. ~~The just cause standard does not apply to employees during the probationary period, as defined in paragraph F.~~
- C. If a complaint, that is, an allegation brought by a citizen or non-supervisory third party, is used to support disciplinary action, the supervisor shall cause the complaint to be reduced to writing and placed in the personnel file subject to state and federal laws. The name of the complainant shall be disclosed if the employee so requests ~~and it is known to the District.~~
- D. An employee who is disciplined or discharged has the right to use the grievance procedure.
- E. An employee shall have the right to request and have a representative present at any meeting, called by the supervisor, which the employee reasonably believes the information they give may result in them being disciplined. Prior to such a meeting, the employee will be notified of its purpose. The right of representation will not exist when the meeting relates solely to evaluation of the employee's work performance.
- F. Prior to discipline, discharge or demotion as a result of unsatisfactory performance, an employee shall be given the reason, in writing, such action is to be taken. Prior to discharge or suspension, the Union shall be provided notice by email ~~or US Mail.~~
- G. ~~The Manager or Human Resources representative shall notify the employee of any allegation against them that may lead to discipline within fifteen (15) working days following receipt of the allegation. All attempts will be made to schedule the investigatory interview within sixty (60) working days of receiving the complaint.~~
- H. Where the District determines that the nature of the offense is such that the unsatisfactory behavior or performance of the employee can be corrected and warrants continuance of employment, it shall so inform the employee, in writing, and provide the employee with an opportunity to correct the unsatisfactory performance.
- I. Where the District determines that the nature of the offense is such that immediate suspension is necessary, the employee may be suspended immediately from employment with the District until such charges are investigated by the Human Resources Department and a decision is made to continue or to discontinue that employee's employment. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.
- J. ~~Oral~~ Verbal warnings and discipline shall be administered in private and shall be progressive. Generally, progressive discipline prior to discharge shall include ~~oral verbal~~ warnings, written warnings, and suspensions. The nature of the offense shall determine where progressive discipline is initiated. This Section shall not apply to warnings related to safety issues.
- K. The probationary period for newly hired drivers is six (6) working months. Summer months are only included if the driver is assigned to a route during the summer. ~~The purpose of the probationary period is to evaluate the employee's suitability for continued employment. Probationary employees may be discharged only for just~~

cause as required by Oregon law. In reviewing discipline or discharge of a probationary employee, the arbitrator shall give substantial deference to the employer's judgment regarding the employee's suitability and shall not substitute their judgment absent a finding that the employer's decision was arbitrary, discriminatory, or made in bad faith. ~~Termination of probationary employees shall not be subject to appeal through the grievance procedure.~~

L. The following are definitions and examples of progressive discipline schedules related to discipline for poor attendance and tardiness:

1. LATE REPORT: A driver ~~will~~ **may** be considered late for work if they check in later than their established time ~~and must notify their supervisor or designee prior to check-in time.~~

a. Drivers who have known **student** absences on their routes and wish to check in at a later time than usual must be authorized by a supervisor or designee in order to do so.

b. Disciplinary action for late report may follow:

- I. 1st ~~incident occurrence~~: Verbal warning
- II. 2nd ~~incident occurrence~~: Written warning
- III. 3rd ~~incident occurrence~~: Written warning and one (1) day suspension without pay
- IV. 4th ~~incident occurrence~~: Written warning and ~~Three (3)~~ five (5) days suspension without pay
- V. 5th ~~incident occurrence~~: Written warning and ten (10) days suspension without pay
- VI. 6th ~~incident occurrence~~: Final Written warning and ten (10) days suspension and/or Up to Termination

2. NO-CALL/NO-SHOW: A driver ~~will be considered no-call/no-show if they reports to work so late fifteen (15) minutes later than their established check-in time that their route has already been dispatched~~ and the employee ~~has did not notified~~ notify their supervisor or designee prior to their established check-in time.

a. Disciplinary action for no-call/no show will follow:

1st ~~incident occurrence~~: Written warning and one (1) day suspension without pay

2nd ~~incident occurrence~~: Written warning and five (5) day suspension without pay

3rd ~~incident occurrence~~: Final Written warning and five (5) days suspension, ~~uP~~ up to Termination

~~3. OCCURRENCE: Failure to attend work for more than one (1) consecutive workday. An occurrence will also be counted as an absence for the purpose of discipline.~~

4. If a driver reports to work ~~after their established check-in time, so late that their route has already been dispatched,~~ then it will be up to the discretion of the ~~manager supervisor~~ supervisor or their designee as to whether or not that driver will be ~~permitted~~ permitted to check in and go on duty.

a. If a ~~supervisor manager~~ supervisor or their designee has not arrived at work yet, ~~then~~ then that driver will check in and wait for the ~~supervisor's manager's~~ supervisor's arrival.

- b. If it is determined that a driver shall check in or remain on duty, then that driver shall receive pay only for the actual time on duty, regardless of any guarantee.
  - c. If it is determined that the driver shall not check in or remain on duty, then that driver shall not receive their guarantee for that day. Drivers may request to use their leave balances to cover their guarantee for that day.
  - d. If it is determined that a driver shall check in or remain on duty, the No Call/No Show will be treated as an incident for late report.
5. ~~VERIFICATION OF ABSENCE: All drivers shall be required to submit appropriate forms and verification upon return to work prior to receiving bus keys.~~
  6. ~~NO CALL, NO SHOW FOR ASSIGNED WORK:~~
    - ~~1st occurrence: One (1) day suspension without pay~~
    - ~~2nd occurrence: Five (5) day suspension without pay~~
    - ~~3rd occurrence: Up to Termination~~

~~7. LATE REPORT:~~

- ~~1st occurrence: Verbal warning~~
- ~~2nd occurrence: Written warning~~
- ~~3rd occurrence: One (1) day suspension without pay~~
- ~~4th occurrence: Three (3) days suspension without pay~~
- ~~5th occurrence: Ten (10) days suspension without pay~~
- ~~6th occurrence: Up to Termination~~

M. ABSENCE: Failure to attend work for one (1) workday.

N. EXCESSIVE ABSENCE: Excessive absence is considered to be ~~five (5)~~ three (3) or more unexcused absences ~~or three (3) or more occurrences involving unexcused absences~~ in a consecutive ten (10) month period.

1. An unexcused absence is an absence taken after the employee's leave balance has been exhausted and/or an absence that shows a pattern of abuse.
2. ~~Unexcused absences exclude~~ Approved FMLA/OFLA/PLO, jury duty, work-related injuries, bereavement leave or other pre-approved leaves ~~(e.g. pre-scheduled medical appointments)~~ are considered excused absences.
3. Corrective action for excessive absence shall generally follow a schedule of progressive discipline. The ~~driver's supervisor manager or their designee~~ shall make every effort to ~~notify the employee contact the individual to be disciplined~~ within five (5) working days ~~of the excessive absence~~; however, it must be realized that there may be cases where extenuating circumstances exist.

O. JOB ABANDONMENT: Three (3) or more consecutive and full workdays of no-call, no-show shall be considered job abandonment and the employee may be terminated.

## ARTICLE 11: NONDISCRIMINATION

In administering the terms and conditions of this Agreement, the parties agree to comply with applicable State and/or Federal Statutes and/or regulations regarding nondiscrimination, i.e., on the basis of age, sex, religion, race, ~~physical handicap disability~~, marital status, political activity and association. It is the expressed intent of the ATU, in executing this Agreement, that the Board and its designees shall retain sole control and direction over the District's compliance with such laws and/or regulations and that this Article shall in no way be interpreted as affecting the application thereof. The ATU shall use its best efforts to direct employees complaining of such discrimination to appropriate District administrative remedies. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provision of the Oregon Fair Employment Practices Law contained in ORS 659.028 and 659.030.

## ARTICLE 12: PERSONNEL FILE

- A. Each employee shall have the right, upon request, to review the contents of their own personnel file in accordance with ORS 652.750. Only one official personnel file shall be maintained by the District for each employee.
- B. A representative of the ATU or counsel for the employee may, at the employee's request, accompany ~~him/her~~ ~~them~~ in this review. ~~An employee may request in writing to the Human Resources department that oral verbal warnings or reprimands (excluding evaluations) be removed from their official personnel file after two (2) years, provided that no subsequent such entries have been made into official personnel file. Discipline in excess of an oral verbal warning or reprimand except for suspensions, demotions or terminations may be removed from their personnel file after three (3) years upon request of the employee.~~
- C. ~~An employee may request that letters of warning and reprimand (excluding evaluations) be removed from their personnel file after two (2) years, provided that no subsequent such entries have been made into that file. The District shall have a collaborative conversation with the employee and the appropriate District representatives (e.g., Department Manager and Human Resources) to discuss the request. The rationale for any denials will be provided in writing and placed in the employee's personnel file. Employees can make annual requests for removal after the final written decision.~~
- D. The District shall provide an employee with a copy of any materials placed in their file. Materials placed in an employee's file shall bear the date of such placement. An employee may respond in writing within thirty (30) days to any material placed in such file and the response shall become part of the file.
- E. Anonymous materials shall not be placed in the personnel file.

**ARTICLE 13: ~~OVERTIME AND CALL-BACK WORKDAY~~**

**1. WORKYEAR**

- a. For purposes of this article, an employee’s work year calendar will include the employee’s route schedule and may include any additional days that are added by the District.
- b. In the event of adjustment to the work year, the District shall consult with the ATU before implementing any change. See article 20.E.

**2. GUARANTEE**

- a. ~~An employee-~~All drivers scheduled to work on their regular day off shall be guaranteed a minimum of four (4) hours of work, ~~excluding holidays.~~
- b. Adjustments to the District’s daily school schedule may impact drivers’ workday. The District will notify all impacted drivers of any adjustments to the driver’s workday based on these changes.
- c. See chart below for a breakdown of standard workday guarantees.

CHART 13.2.c

Route Summary	Guarantee Hours	Reporting Time
AM & PM route (Type 10 Driver)	4 HR/Day or hours worked (whichever is greater)	Regular
AM & PM route (CDL Driver)	6 HR/Day or hours worked (whichever is greater) (see Article 21.A)	Regular
AM & PM route w/ 3 or more midday runs per week	6 Hr/Day or hours worked (whichever is greater) (see Article 21.A)	Regular
Premium Position (Full Time Trainer, Cover, Dispatch, Radio)	8 HR/Day or hours worked (whichever is greater)	Regular
Early Dismissal Day - unscheduled	Guarantee time or hours worked (whichever is greater)	match school schedule adjustment
Two hour late start- unscheduled due to weather	Guarantee time or hours worked (whichever is greater)	90 minutes later than regular start time
Two hour late start- scheduled or not due to weather	Guarantee time or hours worked (whichever is greater)	Regular (pre-scheduled two hours late)
Non Calendar Work day (In Service/ Out of district Program)	Minimum of four (4) hours	See Supervisor or Management
Call Back	Minimum of four (4) hours or overtime rate for hours worked (whichever is greater)	See Supervisor or Management

**3. LUNCH AND REST PERIODS**

- a. Each ~~employee-driver~~ working six (6) or more ~~than four (4)~~ hours per day shall be ~~entitled—required~~ to take a ~~minimum of one-half (1/2) hour~~ thirty (30) minute duty free lunch period without pay.

- b. ~~Each driver~~ **Employees** shall receive a fifteen (15) minute rest period during each four (4) hours of work not to exceed two (2) such breaks during regular eight (8) hour day, whenever practicable.
- c. The parties agree to comply with ODE regulations.

4. OVERTIME

- a. Overtime shall be work performed by ~~an employee a driver~~ who is scheduled by the District prior to the completion of, or beginning of, the employee's shift and is in excess of eight (8) hours in one day or forty (40) hours in one **work** week.
- b. Overtime shall be compensated at time and one-half (~~1/2-1.5~~) of the employee's hourly rate. ~~The overtime rate shall also apply to work performed on Saturdays and Sundays unless such days fall within an employee's regular work week assignment.~~
- c. If the employee is called ~~back~~ to work on their regular day off, the minimum provided in **chart 13.2.c Section A.2** will apply.

5. CALL BACK

- a. An employee called back to work after completing a shift shall be compensated at the greater of the following:
- b. Overtime rate times actual hours worked (which shall include reasonable time of travel to and from their home, not to exceed twenty (20) minutes each way); **or**
- c. Four (4) hours of straight time pay.; ~~or~~
  - 2. ~~If the employee is called back to work on their regular day off, the minimum provided in Section A.2 will apply.~~

~~B. EXTENSION OF WORK YEAR~~

~~Work performed outside an employee's regular work year shall not be viewed as call back and shall not qualify for overtime unless it exceeds eight (8) hours in one (1) day or is performed on Saturdays, Sundays, or a holiday. The employee shall be guaranteed a minimum of four (4) hours straight time pay.~~

~~C. OVERTIME ON HOLIDAYS~~

~~An employee who works on a paid holiday (See Article 19) shall receive holiday pay plus their overtime rate for hours worked.~~

~~D. COMPENSATORY TIME~~

~~In lieu of pay, compensatory time off at the overtime rate may be specified by the District. However, time off or pay must be granted at the end of the next calendar month following the month in which the overtime was worked.~~

**~~ARTICLE 14: LUNCH AND REST PERIODS~~**

- ~~A. Each employee working more than four (4) hours per day shall be entitled to a minimum of one-half (1/2) hour duty free lunch period without pay.~~
- ~~B. Employees shall receive a fifteen (15) minute rest period during each four (4) hours of work not to exceed two (2) such breaks during a regular eight (8) hour day, whenever practicable.~~
- ~~C. The parties agree to comply with ODE regulations.~~

## **ARTICLE 14: ANNUAL BID**

### ~~Appendix E: Criteria for Delay or Postponement of Bid~~

#### **Definitions:**

Delay: Short stoppage of bid activities in order to correct an error, discrepancy, or concern.

Postponement: Bid is postponed until the next business day at the latest, except in the event of an emergency, in which case Bid will be postponed to **the** day after the emergency has resolved.

#### **Categories of Criteria**

#### **Exceptions to Seniority:**

- A. Driver misses their scheduled time in bidding order:
  - i. Driver at fault-No delay. Driver is placed 5 bid positions down from current bidder.
  - ii. Management at fault-Delay. Rebid all drivers and work from the point of failure. Delay could lead to postponement depending on the discovery of the mistake and the ability to rebid. (drivers still available)
  
- A. Driver does not choose work within the allotted time: 5 minutes
  - i. Driver at fault-No Delay. Driver is placed 5 bid positions down from current bidder.

#### **Routing:**

- A. Route is not posted for the correct amount of time:
  - i. If still unbid at discovery-delay. Pull work and move to the appropriate bid board.
  - ii. If bid-Delay. Move work to the appropriate bid board. Rebid work from point of failure. Delay could lead to postponement depending on the discovery of the mistake and the ability to rebid. (drivers still available)

- B. Routing is not complete at time of bid:
  - i. If still unbid at discovery-delay. Pull work and move to the appropriate bid board.
  - ii. If bid-Delay. Move work to the appropriate bid board. Rebid work from point of failure. Delay could lead to postponement depending on the discovery of the mistake and the ability to rebid. (drivers still available)
- C. A portion of the routes are not complete in time for bid day:
  - i. No Delay- Bid will continue with routes that are available.
  - ii. Another bid will be scheduled when appropriate or routes will posted according to contract.

### **Credentials:**

Full credentials are:

1. Driver's License-Valid at time of bid
2. Medical Certificate-Valid at time of bid
3. First Aid Card-Valid at time of bid
4. School Bus Certificate-Valid at time of bid

Driver does not have current credentials:

1. Driver at fault-No delay. Driver can bid once credentials are current.
2. Driver is current but needs copies-No delay. Driver is placed 5 bid positions down from current bidder.

### **New Routes:**

1. If at any point after the confirmation meeting until bid day, more than 75% of the total routes posted on both the bid board and the secondary bid board are new routes as defined by section 4 of the Bid Day MOU, then bid day may be postponed, but in no event may bid day be postponed for longer than 3 days.
2. If there are 10 routes or less available to be bid from the secondary bid board, then that bidding will occur by sign up, according to seniority.
3. If there are more than 10 routes available to be bid from the secondary bid board, then another bid day will be scheduled for after the routes on the secondary bid board have been posted for 3 days per Article 21, section B, subsection 3.

### **The annual bid will take place under the following conditions:**

- A. The District ~~will~~ **may** designate a Driver, who has indicated a willingness and aptitude to provide this support, as the Bid Monitor. When designating a candidate for this assignment, the District will take into consideration the employee's relevant skill, knowledge, and availability, as well as performance as a Driver. The selection of candidates and schedule assignment for the Bid Monitor will be at the sole discretion of the District. The District will review with

- the Union the list of potential candidates prior to making the final assignment. **If the District is unable to designate a Driver, the Union will designate a Driver.**
- B. Since providing this support requires unique skills and responsibilities, the parties have mutually agreed to pay the Bid Monitor an additional \$2.00/hour to their base pay for hours spent working in that capacity. The Bid Monitor will receive a two hour guarantee or actual time worked as a Bid Monitor for the four **work business** days prior to bid day, whichever is greater. To receive the Bid Monitor pay, the individual selected will perform bid support as assigned by the District.
  - C. The Bid Monitor's responsibilities will begin on the fourth **work business** day before bid day. On that day, the Bid Monitor and an ATU Representative will remain until close of business (5pm) to review the routes posted, confirm the scheduled bid day, and resolve any issues that arise ("Confirmation Meeting"). Thereafter, the Bid Monitor will meet daily with the District, until bid day, to review all changes to existing routes and new routes. Following the Confirmation Meeting, any new routes posted will follow the already established procedure for new work (Article 21.B and the Criteria for Delay or Postponement of Bid).
  - D. If more than 25% of the runs, **sites, or programs** on a route change after the Confirmation Meeting, or if a previously non-wheelchair route has a wheel chair added, that route will be considered a new route. Changes to the students on a route that do not result in a change to the runs, **sites, or programs** on the route, or the addition of a wheelchair, do not create a new route. Any changes made to routes after 9am on the day before bid day will result in the route being considered a new route and the route will be moved to the secondary bid board.
  - E. Bids will be posted online in addition to the in-person bid boards in the Transportation office.
  - F. Should an issue arise during bid day, the Bid Monitor, the ATU Representative, and District representatives will make every effort to resolve the issue without resulting in a delay or postponement of bid day. Should the parties not agree on a resolution, the ATU Representative may delay or postpone bid day according to the Criteria for Delay or Postponement of Bid Day; however, bid day may not be postponed for longer than one business day without District approval.
  - G. If bid day is postponed with less than 3 **business work** days of notice, then drivers will receive four hours pay or time worked, whichever is greater, for the day bid day was originally scheduled to occur.
  - H. Any and all issues about routes and bid day will be resolved by the Bid Monitor, the ATU Representative, and the District during the above described process and will not be subject to the grievance process provided for in Article 9.
  - I. The Bid Monitor ~~will~~ **may** be aided by a Bid Assistant who will be selected by the Union. No premium pay applies to the Bid Assistant position. The Employer reserves the right to give final approval on any candidate selected by the Union to serve as the Bid Assistant.
  - J. Drivers who do not bid will be assigned **whatever any** route **that** is still available after all other drivers have bid. No driver shall be allowed to bid until completion of the District training requirements for the coming school year. Such drivers will be subject for assignment after completion of the required training. **Providing make-up training will be at the discretion of the District as time allows.**

## ARTICLE 15: LEAVES

Leaves provided under this Article are intended to meet the legitimate needs of employees. The use of leaves must be limited to instances of personal need and are not to be abused. Any abuses may be subject to the provisions of Article 10. Except in extenuating circumstances, leave categories may not be combined for a period of continuous absence.

*Sections A and B* of this Article are intended to comply fully with the requirements of Oregon's Paid Sick Time law. The District shall grant paid leave to ensure compliance with the minimum requirements of Oregon's Paid Sick Time law as circumstances may require and notwithstanding any provision of this Agreement.

### A. SICK LEAVE:

1. Employees who are employed on a regularly scheduled basis shall be entitled to sick pay on account of sickness at a rate equivalent to one (1) day, based upon the employee's scheduled work. The use of sick pay shall be limited to personal illness of the employee, including medical or dental appointments. ~~Sick leave may be used for the care of a family member when approved for Family Medical Leave, Family Leave or Paid Leave Oregon.~~ Sick leave may be taken in ~~half-day or whole-day~~ hourly increments. When sick leave is taken in ~~a half-day~~ hourly increments and the employee is scheduled to work less than the daily minimum, the amount of the leave shall be equal to half of the employee's daily minimum hours. ~~If the employee is scheduled to work equal to or more hours than the daily minimum, a half day of sick leave shall be equal to the actual duration of the scheduled route.~~
2. Employees who have completed one (1) full year of service with the District shall be accredited with the equivalent annual sick leave at the beginning of each fiscal or school year. Such advance credit is based upon one (1) day per month worked. If an employee uses the advance credit in excess of that which would be normal accrual and terminates employment, the District shall be entitled to recover from the employee's final paycheck, an amount of money equal to the amount paid for overused sick leave. Other employees shall be credited at the rate of one (1) day for each month worked. Employees working fifty percent (50%) of the month or more shall be accredited with a full day's sick leave. Accrual of sick pay shall continue during any period of absence covered by earned vacation time.
3. Sick leave days may be accumulated by employees only if not used in the year for which granted. Total sick leave which can be accumulated shall be unlimited.
4. When an employee has exhausted their accumulated sick leave credits, they shall be entitled, in the event of illness, to receive one (1) day for each year of service at two-thirds (2/3) of their daily rate of pay. ~~Such additional allowance shall not accumulate and each year's allowance may only be used once.~~

5. Employees shall not be credited with any sick leave days with respect to periods during which they are on leave on absence from work for the District of more than one (1) month duration; their accumulated sick leave shall not be charged with days of sickness during such leave; and they shall not be paid for days of illness during such leave except when the illness or injury is the factor which entitled the employee to the leave in question.
6. Employees who are absent five (5) consecutive days or more in a fiscal year, based upon the employee's work schedule, must submit a physician's statement to the District's leave administrator upon return to work. Subsequently, the District may require a physician's statement after three (3) consecutive days absence, prior to returning to work. ~~The District will reimburse employees for reasonable costs incurred as a result of the requirement to obtain a physician's statement, including lost wages, co-payments, and deductibles. The District will not be responsible for the employee's out of pocket costs for diagnosis or treatment of any medical condition.~~
7. The District will maintain a Sick Leave Bank, ~~for which the ATU may solicit voluntary contributions from employees of up to seven hundred and fifty (750) hours per year for use by employees who have exhausted their sick leave. Effective September 1, 2020 the maximum number of hours in the Sick Leave Bank will increase to eight hundred (800) hours per year. Effective September 1, 2021, the maximum number of hours in the Sick Leave Bank will increase to of~~ eight hundred fifty (850) hours per year. The guidelines for use of the Sick Leave Bank will be jointly developed by the District and the ATU which will include the following:
  - I. Use of hours from the Bank shall only be approved in case of critical illness or injury of an employee;
  - II. The employee must have exhausted all of their ~~accumulated sick leave and vacation hours;~~ eligible leave balances (sick, personal, vacation and reserve sick)
  - III. To be eligible, an employee must have been employed by the District for two (2) years or more;
  - IV. Requests for use of the Sick Leave Bank will be jointly approved by the ATU and the District. Requests of less than five (5) days or more than twenty (20) days will not be considered;
  - V. The Sick Leave Bank will not be used in association with a worker's compensation claim;
  - VI. Employees' contribution to the Bank shall be for not less than four (4) hours nor more than one hundred (100) hours.
  - VII. Employees who retire or resign may sign over any remaining sick leave balance provided such contribution does not exceed the maximum hours in the Sick Leave bank as established in this Section.

8. When an employee is laid off, accumulated sick leave will be frozen, if the employee is recalled from layoff, such sick leave will be reinstated for that employee.

B. OTHER PAID LEAVES:

An employee who is on an authorized paid leave as provided by this Section shall receive no loss of pay or benefits.

1. FAMILY ILLNESS

All employees shall receive up to three (3) additional days per fiscal year with pay in case of illness of a member of the employee's immediate family. "Immediate Family" shall be interpreted to mean spouse, domestic partner, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters of the employee, and also any person living in the home with the employee (use of this leave shall be for instances where care or attention by the employee is necessary). In the event that emergency conditions arise, an extension of family leaves shall be determined upon the merits of the individual case by the ~~Office of the Superintendent~~ District's Leave Department. Employees who ~~commence~~ begin employment after the end of the first semester shall be entitled to one-and-one-half (1-1/2) days of family illness leave. After utilizing the available days for family illness leave, the employee may charge against their accumulated sick leave when additional time is needed to provide care for a member of the employee's immediate family.

2. ABSENCE DUE TO QUARANTINE OR ISOLATION

An employee's absence from work because of quarantine or isolation to prevent the spread of a communicable disease by the appropriate public health official shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay. Quarantine or isolation pay will not extend past the standard quarantine or isolation period established by the local public health authority, but in no event shall it exceed thirty (30) days.

To qualify for quarantine or isolation pay under this Section, an employee must be fully vaccinated (if a vaccine is available) as defined under guidelines set by the federal and state health authority, including any boosters.

3. BEREAVEMENT LEAVE:

- I. An employee shall be permitted an absence of up to one (1) day to attend the funeral of a relative or friend, although one-half (1/2) day would generally be sufficient. When, in their opinion circumstances demand it, the ~~Superintendent~~ District shall authorize two (2) days leave to attend the funeral of a relative.
- II. An employee shall be permitted five (5) consecutive days off with pay due to the death of a spouse, domestic partner, parent, biological child, adopted child, foster child, or stepchild of an employee's same-gender domestic partner. An employee shall be permitted three (3) consecutive days off with pay due to the death of a grandparent, grandchild, mother-in-law,

father-in-law, brother or sister. An employee shall be permitted three (3) consecutive days off with pay due to the death of a person living in the employee's home if the employee was responsible for the care of such person. Following an absence under this Section of three (3) or five (5) days and upon request, an employee shall be permitted two (2) additional days of leave at two-thirds (2/3) of their scheduled salary. In the event of death during the employee's vacation time, the employee shall be entitled to the funeral leave provided by this Section in lieu of vacation time. Employees may be entitled to additional unpaid bereavement leave under the Oregon Family Leave Act.

#### 4. EMERGENCY/PERSONAL BUSINESS LEAVE

Employees employed on a regularly scheduled basis shall be entitled to three (3) days leave per work year without loss of pay under the following circumstances:

- I. In the case of unanticipated circumstances beyond the employee's control and for which prior planning cannot be made;
- II. For attending to matters which cannot be scheduled outside the employee's work hours and for which the personal attention of the employee is required. In such cases, a request indicating the reason for the leave must be made to the responsible administrator at least twenty-four (24) hours in advance; and
- III. Such leaves shall not be used for recreation, other employment, union or political activities, or to extend other leave categories as provided by this Agreement, unless on an approved Federal Family and Medical Leave (FMLA) or Oregon Family Leave (OFLA).
- IV. Employees who are members of a religious faith may **request to use personal leave the leave provisions of Article 15.B.4** for participation in religious observances when such participation during the workday is required by that faith.

#### 5. MANDATORY COURT APPEARANCES:

- I. An employee subpoenaed to appear as a court witness shall be excused from their work assignment without loss of pay, provided that the employee shall submit any witness fee received to the School District Business Office along with a copy of the subpoena. In cases where the employee is a plaintiff or defendant to the action, absence will be without pay or, at the employee's election, emergency leave as provided in *Section 4*. An employee required to appear in court as a co-plaintiff or co-defendant with the District shall be released without loss of pay.
- II. An employee subpoenaed for jury duty shall be excused from their work assignment without loss of pay provided that the employee shall submit any jury fee received to the School District Business Office along with a copy of the subpoena. On days when the employee is excused from jury duty, they shall report to their work assignment provided four (4) hours or more of their

workday remains at the time they are excused; and provided that length of time on jury duty prior to excuse and their work day with the District shall not exceed their normal workday.

C. UNPAID LEAVES:

- ~~1. No leave without pay will be granted until an employee has exhausted all paid leave.~~
2. SPECIAL LEAVES OF ABSENCE: Employees who have been continuously employed for two (2) or more years may apply for a special leave of absence without pay. The ~~Superintendent or Supervisor~~ Department Head or their designee and Human Resources shall exercise discretion in the granting of such leaves. Such leaves shall not exceed one (1) year without special authorization of the ~~Board~~ Head of Transportation and Human Resources. Employees on such leaves shall not be permitted to engage in remunerative service without the approval of the ~~Superintendent~~ Head of Transportation and Human Resources.. Leaves under this Section shall be consistent with the Oregon Family Leave Laws and the Federal Family and Medical Leave Act of 1993.
3. CHILD CARE LEAVE:
  - I. An employee covered by this Agreement shall be eligible for a child care leave (maternity, paternity or adoption) if eligible as approved by FMLA/OFLA/PLO for up to six (6) months. ~~The District may, upon written request, extend such leave for additional periods of time.~~
  - II. An employee who returns to duty following a child care leave shall be entitled to any Step increases received by other employees within their classification provided they were continuously employed for at least one-half (1/2) of their designated work year immediately prior to beginning the leave.
  - III. The District shall retain full control and authority to establish policies and regulations in accordance with State statutes, regarding the administration of maternity and child care leaves. Such policies and regulations may include, but not be limited to: application procedures, requirements for physician statements, return procedures, etc. Such policies and regulations shall not be considered as part of this Agreement.
4. FEDERAL FAMILY MEDICAL LEAVE ACT AND OREGON FAMILY LEAVE ACT: Family medical leave shall be granted according to the provisions of Federal Family Medical Leave Act and Oregon Family Leave Act (FMLA and OFLA). If there is a conflict in the two (2) statutes, the employee gets the greater benefit. The District may require employees to utilize all accrued paid leave if on an approved FMLA/OFLA leave of absence.
5. MILITARY LEAVE: The District shall be solely responsible for the establishment of a military leave policy required by ORS 408.210 through 408.290.

D. RETURN FROM LEAVE:

Employees who are on an approved leave shall have the right to return to their position within twelve (12) months providing the position continues to exist.

**ARTICLE 16: INSURANCE**

A. HEALTH AND WELFARE TRUST:

~~1. The District shall contribute to the School District No. 1 Health and Welfare Trust as provided in this Section. The District's contribution will be based on the amount necessary to maintain health insurance benefits that are substantially similar to those provided in 2017 for full-time eligible bargaining unit members, their eligible dependents, spouses and domestic partners, minus the employee premium cost share set for the 2018 benefit year, by tier, so long as the super-composite rate per full-time employee does not exceed \$1,355 per month. The super-composite rate will be calculated on health, dental, vision, life, and long-term disability insurance benefits for each full-time eligible employee.~~

~~The employee's premium cost share contribution shall be made through a "lump-sum" deduction from their paycheck. Should the appropriate tax codes allow, said deduction shall be made on a pre-tax basis upon proper authorization from the employee. Should the District's payroll system allow, said deduction shall be made on the employee's first (1<sup>st</sup>) paycheck of the month for which the contribution is made.~~

~~2. District contributions shall be for the cost of each insurance for participants in any of such plans, including eligible dependents of employees; provided that medical/hospitalization insurance shall be considered first priority and dental insurance shall be second priority. Before such payment is required with respect to an employee, the Trustees shall certify to the District that the employee has such medical/hospitalization coverage (1) through the Trust, or (2) from other coverage which is substantially equal to or greater than that provided by the Trust. The District will not offer a similar plan or other medical/hospitalization insurance coverage to employees, and will not provide cash payments thereto in lieu of its contribution to the Trust.~~

~~3. If, during the life of this Agreement, a federal or state health insurance program covering all members of the bargaining unit becomes mandatory and effective, the parties agree to meet and discuss the effect thereof upon the District contribution to the Health and Welfare Trust. During the life of this Agreement, should the District increase the health insurance contribution of SEIU, PFSP, DCU, or the unrepresented employees of the District, at the ATU's discretion, Article 17 (Insurance) may be reopened for further negotiation under the expedited bargaining rules.~~

4. The District shall contribute to the School District No. 1 Health and Welfare Trust (the "Trust"), the cost of full-time bargaining unit members and their

dependents and domestic partners participating in the insurance plans of the Trust.

- a. Effective July 1, 2026, the District shall contribute to the School District No.1 Health and Welfare Trust, a contribution not to exceed \$1,500.00 (one thousand five hundred dollars) per participating full-time eligible employee, per month.
  - b. The employee's portion of the monthly premium shall be made through a "lump-sum" deduction from their paycheck.
5. During the life of this Agreement, should the District increase the health insurance contribution of SEIU, PFSP, or DCU, at the ATU's discretion, Article 16 (Insurance) may be reopened for further negotiation under the expedited bargaining rules.
6. Beginning with the open enrollment for plan coverage starting on January 1, 2027, employees may elect to Opt-Out of medical benefit plan coverage by making that election during the benefit open enrollment process. Employees making such an election must provide annually an affidavit or other qualifying proof of other qualifying medical benefit plan coverage for themselves and all tax dependents, other than Medicare, in order to be eligible for the Opt-Out election.
  - a. Full-time employees who Opt-Out of medical benefit plan coverage will receive a reimbursement amount of three-hundred dollars (\$300) (gross) per month paid on their paycheck.
  - b. Part-time employees who Opt-Out of medical benefit plan coverage will receive a reimbursement amount of one-hundred-fifty dollars (\$150) (gross) per month paid on their paycheck.
7. Type 10 Drivers Insurance see article 22.5.

#### B. WORKERS' COMPENSATION:

All employees of the District are eligible for State workers' compensation benefits. For absence due to a compensable injury as defined in ORS Chapter 656, an employee shall retain the compensation check that they receive for time lost. The employee may supplement their compensation check with accrued accumulated sick leave.

For purpose of this Paragraph, it shall be considered that an employee's "regular check" paid in a particular payroll period is for services during all that payroll period. For instance, a monthly check paid in August equaling one-twelfth (1/12) of the employee's annual salary shall be deemed compensation for services during August so that workers' compensation benefits received with respect to all or part of that month would be deducted from the amount regularly payable as compensation from

the District for such month. Employees who are absent due to an on-the-job injury shall continue to accumulate vacation credits.

## ARTICLE 17: SAFETY

### A. SAFETY:

1. The District shall maintain safe working conditions in accordance with established federal and state regulations, board policies, and administrative directives. The District and employees covered under this Agreement should work to avoid or minimize hazards.
2. The parties agree to comply with Oregon OSHA and ODE regulations.
3. For accident guidelines, refer to the ~~Bus Drivers'~~ Student Transportation Handbook.

### B. PHYSICAL EXAMINATIONS:

1. In ~~accordance with federal, state, and local law, the District the interest of safety and the well being of students, employees and the public, the District and the ATU agree to the objective of a substance free workplace. The District, at its discretion,~~ may require that new ~~and rehired~~ employees ~~complete have~~ a medical examination including substance testing ~~at a District approved facility~~.
2. Such examination of a current employee(s) may also be required:
  - I. When supervision has reason to suspect employee conduct in violation of this drug and alcohol policy. Reasonable suspicion may be based on observations that the employer can describe, such as appearance, behavior, speech, breath odor, bodily symptoms, paraphernalia, or such other reasonable and responsible reason.
  - II. In the event of direct involvement or possible involvement in any type of accident or near-accident in which it can be shown that the employee's behavior, judgment, actions, or lack thereof reasonably contributed to the accident or potential accident, injury, or damage to property or equipment.
3. The District will comply with the Omnibus Testing Act of 1991 and will pay for post-accident, random, re-employment, and reasonable suspicion abuse testing.

### C. PROPERTY LOSS:

The District shall reimburse employees for loss of personal property, excluding the employee's automobile, which occurs while the employee is on duty under the following circumstances:

1. When the loss is a result of any unwarranted assault on the employee's person suffered while on duty.

2. Property stolen by the use of forcible entry on a locked container. Reimbursement shall be at replacement costs (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses less than five dollars (~~\$5.00~~) or that portion in excess of four hundred dollars (~~\$400.00~~) and shall not be made when carelessness or negligence on the part of the employee was evident. Reimbursement for amounts greater than four hundred dollars (\$400) may be authorized at the District's discretion after the Director or designee meets with an ATU executive board officer or designee.

Employees shall cooperate and support the District in its investigation and resolution of any reported loss. The District will provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

D. FINGERPRINTING:

The District will pay for the costs of record checks and fingerprinting of existing employees as required by state law.

### ARTICLE 18: REDUCTION OF STAFF

- A. The term "seniority" in this Article shall mean length of service as a ~~bus~~ driver with the District.
- B. In the event staff reduction becomes necessary, the District will release personnel in the ~~inverse~~ ~~reverse~~ order of their length of service but may give consideration to special qualifications and experience, and minority employment. In the absence of such considerations and exemptions, layoff shall be based on seniority. The ATU shall be provided the opportunity to consult with the District when the necessity of such reductions is determined. Whenever possible, two (2) weeks written notice of layoff shall be given to each employee to be laid off under the provisions of this Article. Persons given such notice may not exercise the paid leave provisions of Article 15, except for sick leave when supported by a doctor's statement, quarantine, mandatory court appearances or jury duty. This provision applies only to regular employees.
- C. Reductions shall be by ~~reverse~~ seniority within a classification; however, the District may assign employees from a higher classification to a lower classification within an employee group. The District shall not assign employees to a lower salary level without a corresponding change in job assignment or responsibility.
- D. An employee who rejects an assignment of equal pay and classification shall, by doing so, forfeit all rights under this Article. An employee offered an assignment of lower classification and salary, due to staff reduction, may elect layoff and retain the recall rights provided by this Article.
- E. An employee who is terminated due to such reduction in staff shall have preference in filling positions within their employee classification and shall be recalled by the District for employment in such classification based upon seniority with the District;

provided, however, they are qualified for the assignment. Employees so terminated shall retain such right of recall for a period of three (3) years from the date of termination. Employees so recalled by the District shall be reinstated with seniority rights accumulated as of the date of their termination. Any employee recalled by the District for a position comparable to the one from which they were terminated and who rejects such an assignment shall relinquish all rights provided in this Article and Agreement.

- F. By May 30, the District shall attempt to notify employees, whose work years correspond with the school year, of the intended employment status with the District for the following school year. Failure by the District to provide such notice of changes in staffing plans following issuance of notification will not interfere with the authority of the District to reassign or terminate an employee.

**ARTICLE 19: VACATIONS AND HOLIDAYS**

- A. Employees who are employed on a twelve (12) month basis shall receive vacation with pay as follows:

**MONTHLY ACCRUAL**

1-5	years of service	10	days	6.7	hours
6	"	11	"	7.4	"
7	"	12	"	8.0	"
8	"	13	"	8.7	"
9	"	14	"	9.4	"
10	"	15	"	10.0	"
11	"	16	"	10.7	"
12	"	17	"	11.4	"
13	"	18	"	12.0	"
14	"	19	"	12.7	"
15	"	20	"	13.4	"
16	"	21	"	14.0	"
17	"	22	(max. )	14.7	"

Years of Service	Days of Vacation	Rate of Accrual per month
1 - 5 years	10 days	6.7 hours

6 years	11 days	7.4 hours
7 years	12 days	8.0 hours
8 years	13 days	8.7 hours
9 years	14 days	9.4 hours
10 years	15 days	10 hours
11 years	16 days	10.7 hours
12 years	17 days	11.4 hours
13 years	18 days	12 hours
14 years	19 days	12.7 hours
15 years	20 days	13.4 hours
16 years	21 days	14 hours
17 years	22 days (max)	14.7 hours

Employees shall accumulate vacation credits at the appropriate above monthly accrual rate following completion of each month worked. For employees with dates of hire after the first working day of a month, accrual shall begin (and/or be increased to the next step) the following month. For the purpose of this Article “month worked” shall mean on-the-job time, vacation time and authorized paid leave. New employees shall generally not be eligible to take vacation until completing one (1) year of service. Exceptions may be made upon approval of the employee’s supervisor. However, at no time shall an employee take paid vacation against time not yet earned.

Vacations must be scheduled through an employee’s supervisor. A supervisor may require that vacations be scheduled at a time least disruptive to the department to which the employee is assigned.

An employee who has scheduled vacation and is prevented by the District or workers' compensation compensated injury from taking their scheduled vacation, and because of a change in the fiscal year would lose accrued vacation hours, shall be allowed to reschedule the vacation period within a reasonable time.

An employee who occupies a position having a work year of less than twelve (12) months and who transfers to a 12-month assignment may count the time employed in the previous assignment as qualifying for vacation allowance. The basis for this allowance shall be the number of days worked in the previous position divided by a 21.75 day calendar month. This number will be converted to years of service and the employee shall commence to accrue vacation credits at the monthly rate shown above.

B. HOLIDAYS:

1. Regularly employed ~~490-200-210 day employees~~ bargaining unit members shall receive the following paid holidays:

~~Labor Day~~  
~~Veterans' Day~~  
~~Thanksgiving Day~~  
~~New Year's Day~~  
~~Martin Luther King, Jr. Day~~  
~~Presidents' Day~~  
~~Memorial Day~~  
~~Juneteenth~~

HOLIDAY	260	182	SUMMER
Labor Day	Paid	Paid	NA
Veterans' Day	Paid	Paid	NA
Thanksgiving Day	Paid	Paid	NA
Christmas Day	Paid	NA	NA
New Year's Day	Paid	Paid	NA
Martin Luther King, Jr. Day	Paid	Paid	NA
Presidents' Day	Paid	Paid	NA
Memorial Day	Paid	Paid	NA
Juneteenth	Paid	NA	Work before/after
Independence Day	Paid	NA	Work before/after

~~Regularly employed 12-month employees shall receive the above days and, in addition, shall receive Independence Day and Christmas Day. Drivers that are assigned a summer route and scheduled to work the day before or the day after Independence Day is observed shall receive the full pay for the holiday. In the event the District closes in observance of any other day, 12-month employees shall not suffer pay loss. Holiday pay is included in the monthly annual salary of~~

~~salaried employees. Regularly employed hourly employees shall receive full pay for holidays.~~

2. Employees shall receive holiday pay provided the holiday falls on a scheduled workday of an employee and that the employee worked or was on an authorized paid leave the nearest scheduled workday immediately preceding and following the holiday. Regularly employed hourly employees shall receive full pay for holidays, unless they have an unexcused absence the day before or the day after the holiday. Holiday pay will be adjusted twice per year for employees whose average daily work schedule exceeds the employee's scheduled set-up time. Adjustments will appear on the January and June paychecks.
3. The District reserves the right to change the days designated as paid holidays provided that in so doing it does not reduce the number of paid holidays. Thirty (30) days prior to implementing such change, the District shall notify the ATU of the reasons therefore and provide opportunity for consultation.
- ~~4. Employees who are members of a religious faith may use the leave provisions of Article 15.B.4 for participation in religious observances when such participation during the workday is required by that faith.~~

## ARTICLE 20: COMPENSATION

### A. SALARIES

Salary schedules are set forth and incorporated in Appendix A of this Agreement. Salaries shall increase by two percent (2%) effective July 1, 2025; by one percent (1%) effective July 1, 2026; and by three percent (3%) effective July 1, 2027. Step 4 for Type 10 Drivers will be effective July 1, 2026.

### B. PAYROLL CHECKS:

1. For an employee who selects payment on a ten (10) month basis, the last payment shall be subject to three (3) months of authorized payroll deductions, e.g., employee contributions to health and welfare insurance, organization dues, credit union, etc.
2. Employees whose work years are less than twelve (12) months and who are employed at the beginning of the regularly scheduled work year, may receive their annual compensation in ten (10) or twelve (12) monthly payments. Such employees must indicate, in writing, their preferred method for payment for the coming school year through an employee self service program. ~~This writing must be submitted to Human Resources no later than August 1 of any given year. Employees hired after August 1, but prior to the first payroll cutoff date in September, shall be notified of the opportunity to make their selection prior to the first payroll cutoff date in September. Employees who do not submit a selection~~

~~will be paid on a twelve (12) month basis. The method of payment cannot be changed during the course of the scheduled work year.~~

3. There will be no change to the method of payment in subsequent years unless the employee makes such an indication in writing to the **payroll department** ~~Human Resources Department~~ prior to August 1 of any given year.
4. Employees hired after the payroll cutoff in September shall receive their salary prorated over the remaining pay periods in the scheduled work year.

C. BONUS PAY PROGRAM:

The District may implement a bonus pay program for a group of employees (such as employees assigned to a particular school) to receive additional compensation above their normal wage or salary rates based on the group's successful completion of goals specified in advance by the District.

D. SOCIAL SECURITY:

At the time of the execution of this Agreement, continued participation by the District in the National Social Security Pension Act was anticipated. The District shall not take any formal action to withdraw the participation without notifying the ATU and providing opportunity for consultation.

E. SCHOOL YEAR:

~~The Board~~ **The District** retains the right and authority to change the days on which school shall be held and to make any adjustments to the work year. In the event of adjustment to the work year, the District shall consult with the ATU before implementing any change, and the salaries set forth in this Agreement shall be adjusted for the added or deleted days on the basis of the employee's daily rate under said salary schedules.

F. PERSONAL VEHICLES:

Employees who are required to use their personal vehicles for travel on behalf of the District during on-duty time shall be reimbursed by the District. The District may require as a condition for reimbursement that the employee provide a certificate of insurance showing that the employee has basic liability coverage equal to or greater than minimum amounts required by District policy or regulation. Reimbursement shall be at the rate established by the Internal Revenue Service.

F. **CAREER DEVELOPMENT:**

The District shall establish a career development fund in the amount of Ten Thousand Dollars (\$10,000.~~00~~) per contract year for the purpose of assisting employees seeking to upgrade and gain new skills. **The training may be approved given it is consistent with District goals and related to the employee's job title.** Unless mutually agreed upon, unused funds shall not carry over to future years. ~~The ATU will participate with the District in a Joint Labor/Management Committee to facilitate~~

~~the development and implementation of the tuition reimbursement program including priority and eligibility for reimbursement.~~

1. Half of the funds will be available July through December of each year. The remaining half will be available January through June of each year. Any funds not used during the first half of the year shall carryover to the second half of the year. Uses of such funds shall be for the cost of enrollment in college courses. The fund may not be used for travel, lodging or meals.
2. Requests for use of funds must be submitted through the employee's supervisor with final approval by the Human Resources Department prior to taking the course. The ATU shall receive a report at the end of each semester containing the requests submitted to the supervisor and the final decision of the Human Resources Department. To receive reimbursement, an employee must provide verification of successful completion of the work as soon as possible following completion of the work but no later than one year after completion. Reimbursement will be made no later than sixty (60) business days following the submission of all required documentation.
3. Employee may be reimbursed for a maximum of Seven Hundred Dollars (\$700.00) in any one year.
4. Employees are allowed to participate in the reduced tuition voucher credit lottery through the District.

G. Each year the district will contribute up to **one thousand dollars (\$1000)** to the team building and morale fund. These funds will be used for employee events as mutually planned and agreed to by ATU and PPS.

#### H. LONGEVITY PAY

Longevity for the purposes of this section refers to the length of time a CDL driver has been with the transportation department.

- a. Drivers who complete five (5) years of service as a bus driver with the District shall receive longevity pay LG-5. Such pay shall become effective the month following completion of five (5) years of service (i.e., the month following the fifth (5th) anniversary of the driver's date of hire into the transportation department).
- b. Drivers who complete ten (10) years of service as a bus driver with the District shall receive longevity pay LG-10. Such pay shall become effective the month following completion of ten (10) years of service (i.e., the month following the tenth (10th) anniversary of the driver's date of hire into the transportation department).
- c. Drivers who complete fifteen (15) years of service as a bus driver with the District shall receive longevity pay LG-15. Such pay shall become effective the month following completion of fifteen (15) years of service

- (i.e., the month following the fifteenth (15th) anniversary of the driver's date of hire into the transportation department).
- d. Drivers who complete twenty (20) years of service as a bus driver with the District shall receive longevity pay LG-20. Such pay shall become effective the month following completion of twenty (20) years of service (i.e., the month following the twentieth (20th) anniversary of the driver's date of hire into the transportation department).
  - e. Drivers who complete twenty-five (25) years of service as a bus driver with the District shall receive longevity pay LG-25. Such pay shall become effective the month following completion of twenty-five (25) years of service (i.e., the month following the twenty-fifth (25th) anniversary of the driver's date of hire into the transportation department).

## I. PAY SCALE

- a. A single Step increment will be granted once each school year for eligible drivers. For clarification, the Step increment is in addition to the salary schedule increases above.
- b. Retroactive pay adjustments shall only be implemented for those employees who are active, on an approved leave of absence, been transferred to a different position within the District, or who are PERS eligible and have retired, at the time of the adjustment.
- c. Trainees shall receive the state or federal minimum wage, whichever is highest, while in training. Trainees shall not be entitled to other benefits provided by this Agreement. ~~Upon satisfactory completion of training and eligibility requirements and assignment as a bus driver, they shall be placed at Step 1.~~
- ~~d. Newly employed drivers who hold a valid Commercial Driver's License with a school bus ("S") endorsement, and an Oregon school bus driver certificate will be given one (1) Step credit for each year of prior experience as a school bus driver, except that none shall be placed higher than Longevity Step 5 (LG-5). Nothing in this Section is intended to prevent the District from providing experienced drivers a higher Step upon entry at its sole discretion. If the District places a driver at a step higher than LG 5, the District will provide the Union with notice of the placement and the basis for the decision. Step placement of newly employed drivers will be determined by the District as follows:~~
  - ~~i. All newly hired employees will start at Step one (1) and gain additional steps based on their experience.~~
  - ~~ii. Any combination of prior experience will be considered for all newly hired employees.~~
  - ~~iii. Newly employed drivers who hold a valid CDL (Class C or higher) with a school bus (S) endorsement, a passenger (P) endorsement AND an Oregon school bus driver certificate will be given one (1) Step credit for each year of prior experience as a school bus driver.~~

- iv. Newly employed drivers who hold a valid CDL (Class B or higher) without a school bus(S) endorsement but hold a passenger (P) endorsement will be given one (1) Step credit for every three (3) years of prior experience as a CDL driver.
  - v. Newly employed drivers who hold a valid CDL (Class B or higher) without a school bus(S) endorsement AND without a passenger (P) endorsement will be given one Step credit for every four (4) years of prior experience as a CDL driver.
  - vi. No driver will be placed at a wage rate higher than LG 5 upon hire.
  - vii. Nothing in this Section is intended to prevent the District from providing experienced drivers a different placement upon entry on the basis of years of relevant experience or certifications. However, if the District places a driver onto an initial step other than that which would be anticipated based on the qualifications detailed above, the District will notify the Union in writing to identify the basis/bases of its decision, no later than fourteen (14) calendar days after date of hire. Should the Union object to or challenge the placement, then the parties will meet and confer, before initiating any grievance process pursuant to Article 9.
- e. A driver designated as a Driver/Dispatcher, Designated Driver/Trainer, Full-Time Driver/Trainer, Cover Driver, or Driver/Radio Operator shall receive the hourly premium specified in addition to their hourly rate.
  - f. Drivers required to attend in-service training during the course of the school year on days that they otherwise would not be working, shall receive not less than four (4) hours pay at their regular rate. ~~The District agrees to consolidate such training into as few days as possible and shall make a reasonable effort to have the August in-service day and bid day occur on two (2) consecutive days.~~ The ATU will send a written reminder to drivers indicating that attendance at the August meeting is mandatory and stressing the importance of on-time attendance.

**J. OVERTIME WORK ON HOLIDAYS**

A driver ~~An employee~~ who is required to work on a paid holiday (See Article 19) shall receive holiday pay plus their overtime rate for hours worked.

**K. COMPENSATORY TIME**

In lieu of pay, compensatory time off at the overtime rate may be specified by the District. However, time off or pay must be granted ~~at~~ by the end of the next calendar month following the month in which the overtime was worked.

**L. INCLEMENT WEATHER**

The District will provide up to five (5) days compensation for use only in the event of District designated closures because of inclement weather or reasons of an emergency nature. This additional compensation shall be considered payment for up to three (3) replacement days. District Designated Closure compensation will be used in the manner specified in the following subsections:

1. If the District closes an employee's worksite because of inclement weather or reasons of an emergency nature, the following procedures will be implemented:
  - a. An Employee will be compensated at their regular rate of pay for their regularly scheduled hours of work for up to five (5) days in a fiscal year.
  - b. If a worksite is closed for more than five (5) days in a fiscal year, employees may then use emergency/personal leave, comp time, or vacation days in lieu of unpaid leave, unless the employee has no such leave available; in which case the employee will be on an approved unpaid leave of absence.
  - c. If, due to closures because of inclement weather or reasons of an emergency nature, the school year is extended, employees will work up to three (3) days without additional compensation. If the school year is extended beyond three (3) days, employees will be paid at their regular rate of pay.
  - d. Notwithstanding *Article 19.B*, the District may schedule Presidents' Day as a make-up day with at least thirty (30) calendar days' notice. Employees who work Presidents' Day will receive their regular rate of pay.
  - e. In the event of District designated closures because of inclement weather or reasons of an emergency nature for more than five (5) consecutive school days, the District will promptly meet with ATU to discuss the terms and conditions of the on-going closure. The parties recognize the value of maintaining continuity of the workforce.
- M. The District shall reimburse drivers for the cost of testing and fees for initially obtaining a Commercial Driver's License (CDL) certificate. The District shall pay such costs for newly hired drivers. The District will pay for only tests that are passed. **The cost of an employee's CDL is not reimbursed by the District.**

## ARTICLE 21: TRANSFER AND ASSIGNMENT

- A. A driver shall receive a minimum of six (6) hours, ~~or seven (7) hours if assigned a midday run,~~ of work daily and shall be obligated to perform assigned work as necessary to meet the six (6) hour, ~~or seven (7) hour if assigned a midday run,~~ per day minimum.
  1. **A driver who has or bids on a midday route will be paid for the hours worked above their six (6) hour guarantee.**
  2. **At the conclusion of the 2026-27 school year, the parties shall meet and the current midday structure shall continue only by mutual agreement.**
- B. Drivers will be given the opportunity to bid on routes prior to the beginning of the school year, using the process described in Article ~~14 (Annual Bid) 21.H.~~ Thereafter, new or additional routes shall be posted and bid separately providing it does not conflict with the driver's existing routes. Another opportunity to bid shall occur in June for summer work.

1. Any separate midday route which is created after initial bidding shall be posted for bid and awarded to the most senior driver as long as the new combined route does not exceed eight (8) hours of work per day. ~~Midday routes that are combined with other routes at the completion of the initial bid shall remain combined for the school year.~~
  - a. A midday route will be awarded to the next senior driver if the most senior driver bidding already has a conflicting midday.
  - b. Drivers may bid on an additional midday(s) as long as the new combined route does not exceed eight (8) hours of work per day.
  - c. Drivers currently holding a midday may change their midday route up to twice per school year.
  - d. A midday route can be assigned to a Type 10 driver by management or designee if no driver has signed up for the posted midday.
2. Route assignments will be offered to drivers on the basis of seniority and qualifications. In the event no driver accepts the assignment, it will be assigned to the least senior qualified driver taking into consideration the needs of the District and efficiencies of operations.
3. The District shall post route schedules and descriptions, cover driver positions, any special qualifications required, and seniority lists. Such posting shall be for a period of not less than three (3) days at each dispatch location and online. Drivers shall then bid routes based on seniority. If they are not bid during this time, the District will assign the route.
4. Bidding will be conducted by seniority. Drivers may bid by written proxy only at the beginning of the school year. ~~Written or verbal proxies are not allowed for posted work. —Verbal proxies are not permitted.~~
5. Drivers who do not bid will be assigned ~~whatever~~ any route that is still available after all other drivers have bid. No driver shall be allowed to bid until completion of the District training requirements for the coming school year. Such drivers will be subject for assignment after completion of the required training. ~~Providing make-up training will be at the discretion of the District as time allows.~~
6. When a route becomes permanently vacant or a new route is created after initial bidding, the schedule and description of that route shall be posted and will be bid up to two (2) more times each awarded on a seniority basis. District Management will then assign any resulting open route.
7. Set-up times for routes shall be reviewed following the last week of September and adjustments made where appropriate.

8. Cover drivers shall be assigned work, including coverfullage of routes when regular drivers are unavailable, and will be set up as eight (8) hours guaranteed per day.
  9. Dispatch, Radio Operator and Full-Time Trainer positions will be set up as eight (8) hour guarantee per day positions.
- C. Notices for vacancies that represent promotional opportunities for drivers, that is, Full-Time Driver/Trainer, Designated/Drive Trainer, Driver/Dispatcher, Driver/Radio Operator, and Cover Driver shall be posted for a minimum of three (3) days.
1. The District may fill the position on an emergency basis (not to exceed one (1) week) without posting. If after the specified time period there are no qualified internal applicants for the position, an external candidate may be considered.
  2. For cover driver, Radio and Dispatch positions, an aptitude test must be passed to be eligible for consideration and is based on seniority. Per Article 6.B, all other premium positions will be awarded with consideration to special qualifications, experience, any testing requirements, and minority employment and will not be held to seniority.
- D. In the event a route schedule is changed which reduces the number of hours of work for a driver, any reduction in hours of pay shall not be effective for two (2) weeks. Layoff shall be conducted in accordance with *Article 18* of this Agreement.
- ~~E. Drivers hired after July 1, 2000, who are designated by the District as part time, are excluded from the six (6) hour minimum in *Article 21.A*.~~
- F. Summer school drivers shall receive a minimum of 4.5 hours of work daily if working both AM and PM runs, with 2.25 hours minimum if working only AM or PM run. ~~movement~~. Summer school cover drivers shall receive a minimum of 6 hours of work daily. Summer school drivers and summer school cover drivers shall be obligated to perform assigned work as necessary to meet their guarantee. Summer school drivers are excluded from the six (6) hour minimum in *Article 21.A*.
- G. The geographic area, school site, or equipment, a driver bids on will be considered when new schools or worksites are added to existing routes.
- H. Temporary assignments and extra non-driving duties will be assigned in the following manner:
1. A description of the work to be performed will be posted in a designated location ~~Dispatch, emailed to drivers via District email~~ and shall list the desired experience, skills and abilities.
  2. A sign up sheet will be posted for interested drivers in a designated location ~~Dispatch~~. This will include a closing date.
  3. After the closing date the interested individuals will be contacted and a time scheduled to determine which candidate has the best qualifications

for the duties. This may be as simple as an ~~verbal~~ ~~oral~~ interview or can include a skills assessment exercise.

4. At the conclusion of the process, the individual with the best qualifications will be awarded the extra duties or temporary appointment. If two or more individuals have the desired skills seniority will be the deciding factor.

~~I.—The annual bid will take place under the following conditions:~~

~~The District will designate a Driver, who has indicated a willingness and aptitude to provide this support, as the Bid Monitor. When designating a candidate for this assignment, the District will take into consideration the employee's relevant skill, knowledge, and availability, as well as performance as a Driver. The selection of candidates and schedule assignment for the Bid Monitor will be at the sole discretion of the District. The District will review with the Union the list of potential candidates prior to making the final assignment.~~

~~Since providing this support requires unique skills and responsibilities, the parties have mutually agreed to pay the Bid Monitor an additional \$2.00/hour to their base pay for hours spent working in that capacity. The Bid Monitor will receive a two-hour guarantee or actual time worked as a Bid Monitor for the four business days prior to bid day, whichever is greater. To receive the Bid Monitor pay, the individual selected will perform bid support as assigned by the District.~~

~~The Bid Monitor's responsibilities will begin on the fourth business day before bid day. On that day, the Bid Monitor and an ATU Representative will remain until close of business (5pm) to review the routes posted, confirm the scheduled bid day, and resolve any issues that arise ("Confirmation Meeting"). Thereafter, the Bid Monitor will meet daily with the District, until bid day, to review all changes to existing routes and new routes. Following the Confirmation Meeting, any new routes posted will follow the already established procedure for new work (Article 21.B and the Criteria for Delay or Postponement of Bid). If more than 25% of the runs, sites, or programs on a route change after the Confirmation Meeting, or if a previously non-wheelchair route has a wheel chair added, that route will be considered a new route. Changes to the students on a route that do not result in a change to the runs, sites, or programs on the route, or the addition of a wheelchair, do not create a new route. Any changes made to routes after 9am on the day before bid day will result in the route being considered a new route and the route will be moved to the secondary bid board.~~

~~Bids will be posted online in addition to the in-person bid boards in the Transportation office.~~

~~Should an issue arise during bid day, the Bid Monitor, the ATU Representative, and District representatives will make every effort to resolve the issue without resulting in a delay or postponement of bid day. Should the parties not agree on a resolution, the ATU Representative may delay or postpone bid day according to~~

~~the Criteria for Delay or Postponement of Bid Day; however, bid day may not be postponed for longer than one business day without District approval.~~

~~If bid day is postponed with less than 3 business days of notice, then drivers will receive four hours pay or time worked, whichever is greater, for the day bid day was originally scheduled to occur.~~

~~Any and all issues about routes and bid day will be resolved by the Bid Monitor, the ATU Representative, and the District during the above-described process and will not be subject to the grievance process provided for in Article 9.~~

~~The Bid Monitor will be aided by a Bid Assistant who will be selected by the Union. No premium pay applies to the Bid Assistant position. The Employer reserves the right to give final approval on any candidate selected by the Union to serve as the Bid Assistant.~~

## ~~Appendix D: Type 10 Passenger Car Drivers~~

### ~~ARTICLE 22: TYPE 10 DRIVERS~~

~~This Appendix represents the terms and conditions of employment for "Type 10 Passenger Car Driver."~~

1. Type 10 ~~Passenger Car~~ Drivers are employed by Portland Public Schools as Student Transportation employees and are assigned to drive type 10 passenger vehicles to transport students to locations along designated routes. Driving type 10 passenger vehicles to transport students is not exclusively bargaining unit work.

2. Type 10 ~~Passenger Car~~ Drivers are covered by the collective bargaining agreement between the Amalgamated Transit Union Local 757 and Portland Public Schools except the following provided by:

- a) Article ~~13.A.2 and~~ 13.B (Call Back),
- b) Article 16 (Insurance),
- c) Article 18 (Reduction of Staff),
- d) ~~Article 20, section Payroll Checks (Compensation);~~
- e) Article 21.A, B, C, D, F, G (Transfer and Assignment),
- f) Appendix A (except as stated in this agreement),
- g) ~~Appendix B (Temporary Assignments and Extra Non-Driving Duties).~~

3. The classification Type 10 ~~Passenger-Car~~ Drivers shall be compensated at the rate specified in the Type 10 Wage Scale in Appendix A.
4. Type 10 ~~Passenger-Car~~ Drivers will advance to Step 2 ~~after completion of their first year~~ on the Type 10 Wage Scale on the first pay period following 900 hours worked with the District. Type 10 ~~Passenger-Car~~ Drivers will advance to Step 3 ~~after completion of their second year~~ on the Type 10 Wage Scale ~~on the first pay period following 1,800 hours worked with the District. For the purposes of this Section only, all paid hours are considered hours worked.~~ Type 10 Drivers will advance to Step 4 on the Type 10 Wage Scale ~~after completion of their third year.~~ Type 10 ~~Passenger~~ Drivers are not eligible for any additional step increases or longevity premiums.
5. Type 10 drivers who works an average of 20 hours or more per week over the course a semester ~~is~~ are eligible for benefits the following semester as provided in this section. For eligible Type 10 drivers, the District will pay a portion of the cost of the monthly premium for the coverage the driver chooses. The amount of the District's monthly contribution will be 92% of the total monthly premium cost of the least expensive employee-only medical coverage option. The District will also contribute \$38/month towards the cost of dental coverage. The employee pays the remainder of the premium cost for employee-only coverage. If the employee wishes to add family members, the employee will pay the full premium for those members.  
  
Fall semester coverage is determined by Spring semester average hours worked.  
Spring semester coverage is determined by Fall semester average hours worked.  
Summer coverage is determined by Fall semester average hours worked. If an employee has coverage in Spring, they will have coverage through the end of summer.
6. Type ~~10-Passenger-Car~~ Drivers are not eligible to bid on routes. The parties agree the District maintains the exclusive right to assign and direct work and may modify or change route assignments without notice and such change shall be effective immediately.
7. A Type 10 ~~Passenger-Car~~ Drivers shall receive a minimum of two (2) hours if assigned to either a morning run or afternoon run only and a minimum of (4) hours when assigned to both a morning and afternoon run.
8. Type 10 ~~Passenger-Car~~ Drivers shall be paid on a monthly basis consistent with existing District payroll processes for hours worked. Type 10 ~~Passenger-Car~~ Drivers are not eligible to receive their annual compensation in ten (10) or twelve (12) monthly payments.
9. The District maintains its right to determine routes that are performed by contracted services.
10. ~~Other than as specifically stated here or in the collective bargaining agreement between Portland Public Schools and the Amalgamated Transit Union Local 757 this~~

~~Appendix shall not alter or have effect on the District's control and direction overall all matters of inherent managerial policy or managerial rights.~~

#### **ARTICLE ~~22~~ 23: DURATION**

- A. Except as may otherwise be provided for in this Article, this Agreement shall ~~become effective as of the date it is signed by the parties~~ be effective retroactive to July 1, 2025, and shall continue in effect through 11:59 PM, June 30, ~~2028~~ 2025.
- B. Should there be an intervening change in the law which would significantly reduce the District's revenue, and thus, its fiscal stability below the level being planned for at the time of the execution of this Agreement, the parties agree to reopen the negotiations on salaries and other economic benefits established by this Agreement.
- C. In the event that under applicable laws, some other method of representation or some other applicable representative for employees is elected, this Agreement shall not terminate, but shall be fully binding according to its terms upon any and all employees or successors to the ATU as exclusive representative of employees or portion thereof, except as to representation of employees for whom the ATU remains the exclusive collective bargaining representative by law. Such event shall terminate the rights and authority of the ATU under this Agreement.

**APPENDIX A:  
SALARY SCHEDULE FOR BUS DRIVERS**

	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Steps</b>	<b>7/1/2025</b>	<b>07/01/2026</b>	<b>07/01/2027</b>
1	\$29.75	\$30.05	\$30.95
2	\$30.28	\$30.59	\$31.50
3	\$31.96	\$32.28	\$33.24
4	\$33.86	\$34.20	\$35.23
LG-5	\$36.04	\$36.40	\$37.49
LG-10	\$36.62	\$36.98	\$38.09
LG-15	\$38.10	\$38.48	\$39.63
LG-20	\$39.30	\$39.69	\$40.88
LG-25	\$40.28	\$40.68	\$41.90
Type 10			
Step 1	\$28.88	\$29.16	\$30.04
Step 2	\$29.58	\$29.88	\$30.77
Step 3	\$30.28	\$30.59	\$31.50
Step 4	N/A	\$31.31	\$32.25

~~A. Drivers who complete five (5) years of service as a bus driver with the District shall receive longevity pay LG-5. Such pay shall become effective the month following completion of five (5) years of service. Drivers who complete ten (10) years of service as a bus driver with the District shall receive longevity pay LG-10. Such pay shall become effective the month following completion of ten (10) years of service.~~

~~Drivers who complete fifteen (15) years of service as a bus driver with the District shall receive longevity pay LG-15. Such pay shall become effective the month following completion of fifteen (15) years of service. Drivers who complete twenty (20) years of service as a bus driver with the District shall receive longevity pay LG-20. Such pay shall become effective the month following completion of twenty (20) years of service. Drivers who complete twenty five (25) years of service as a bus driver with the District shall receive longevity pay LG-25. Such pay shall become effective the month following completion of twenty five (25) years of service.~~

- ~~B. A single Step increment will be granted once each school year for eligible drivers. For clarification, the Step increment is in addition to the salary schedule increases above.~~
- ~~C. Retroactive pay adjustments shall only be implemented for those employees who are active, on an approved leave of absence, been transferred to a different position within the District, or who are PERS eligible and have retired, at the time of the adjustment.~~
- ~~D. Trainees shall receive the state or federal minimum wage, whichever is highest, while in training. Trainees shall not be entitled to other benefits provided by this Agreement. Upon satisfactory completion of training and eligibility requirements and assignment as a bus driver, they shall be placed at Step 1.~~
- ~~E. Newly employed drivers who hold a valid Commercial Driver's License with a school bus ("S") endorsement, and an Oregon school bus driver certificate will be given one (1) Step credit for each year of prior experience as a school bus driver, except that none shall be placed higher than Longevity Step 5 (LG-5). Nothing in this Section is intended to prevent the District from providing experienced drivers a higher Step upon entry at its sole discretion. If the District places a driver at a step higher than LG-5, the District will provide the Union with notice of the placement and the basis for the decision.~~
- ~~F. A driver designated as a Driver/Dispatcher, Designated Driver/Trainer, Full-Time Driver/Trainer, Cover Driver, or Driver/Radio Operator shall receive the hourly premium specified in addition to their hourly rate.~~
- ~~G. Each driver who works more than four (4) hours per day on a continued run/route movement shall be entitled to a minimum of one half (1/2) hour duty free lunch period without pay. When a driver's assignment precludes a duty-free lunch period (1/2 hour), the driver shall be paid for such period.~~
- ~~H. Drivers required to attend in-service training during the course of the school year on days that they otherwise would not be working, shall receive not less than four (4) hours pay at their regular rate. The District agrees to consolidate such training into as few days as possible and shall make a reasonable effort to have the August in-service day and bid day occur on two (2) consecutive days. The ATU will send a written reminder to drivers indicating that attendance at the August meeting is mandatory and stressing the importance of on-time attendance.~~
- ~~I. In the event of nonscheduled early dismissal, drivers on duty who report back to work shall receive not less than their regular setup time or actual time worked, whichever is greater. In the event of an unscheduled two-hour late start due to weather, drivers are to report one and one half (1 1/2) hours later than regular report time. In the event of a scheduled two-hour late opening, drivers are to report two (2) hours later than regular report time.~~
- ~~J. The District will provide up to five (5) days compensation for use only in the event of District designated closures because of inclement weather or reasons of an emergency nature. This additional compensation shall be considered payment for up to three (3) replacement days. District Designated Closure compensation will be used in the manner specified in the following subsections:~~

- ~~1. If the District closes an employee's worksite because of inclement weather or reasons of an emergency nature, the following procedures will be implemented:
  - ~~I. An Employee will be compensated at their regular rate of pay for their regularly scheduled hours of work for up to five (5) days in a fiscal year.~~
  - ~~II. If a worksite is closed for more than five (5) days in a fiscal year, employees may then use emergency/personal leave, comp time, or vacation days in lieu of unpaid leave, unless the employee has no such leave available; in which case the employee will be on an approved unpaid leave of absence.~~
  - ~~III. If, due to closures because of inclement weather or reasons of an emergency nature, the school year is extended, employees will work up to three (3) days without additional compensation. If the school year is extended beyond three (3) days, employees will be paid at their regular rate of pay.~~
  - ~~IV. Notwithstanding Article 19.B, the District may schedule Presidents' Day as a make-up day with at least thirty (30) calendar days' notice. Employees who work Presidents' Day will receive their regular rate of pay.~~
  - ~~V. In the event of District designated closures because of inclement weather or reasons of an emergency nature for more than five (5) consecutive school days, the District will promptly meet with ATU to discuss the terms and conditions of the on-going closure. The parties recognize the value of maintaining continuity of the workforce.~~~~
- ~~K. All drivers are required to read and become familiar with the Student Transportation' Handbook.~~
- ~~L. The District shall reimburse drivers for the cost of testing and fees for initially obtaining a Commercial Driver's License certificate. The District shall pay such costs for newly hired drivers. The District will pay for only tests that are passed.~~
- ~~M. During the life of this Agreement, should the District increase the health insurance contribution of SEIU, PFSP, DCU, or the unrepresented employees of the District, at the ATU's discretion, Article 17 (Insurance) may be reopened for further negotiation under the expedited bargaining rules.~~

## ~~APPENDIX B: TEMPORARY ASSIGNMENTS AND EXTRA NON-DRIVING DUTIES~~

### ~~TA~~

~~Temporary assignments and extra non-driving duties will be assigned in the following manner:~~

- ~~A. A description of the work to be performed will be posted in Dispatch, emailed to drivers via District email and shall list the desired experience, skills and abilities.~~
- ~~B. A sign up sheet will be posted for interested drivers in Dispatch. This will include a closing date.~~
- ~~C. After the closing date the interested individuals will be contacted and a time scheduled to determine which candidate has the best qualifications for the duties. This may be as simple as an oral interview or can include a skills assessment exercise.~~
- ~~D. At the conclusion of the process, the individual with the best qualifications will be awarded the extra duties or temporary appointment. If two or more individuals have the desired skills seniority will be the deciding factor.~~

## APPENDIX B G: DEFINITIONS

### Definitions:

**ANCHOR** shall be defined as:

The time at which a vehicle is scheduled to arrive at the inbound site/school or leaves the outbound site/school.

**ASSISTANT CASUAL (PART-TIME) DRIVER/TRAINER** shall be defined as:

An ATU member who is not a Designated ~~Driver~~/Trainer, but functions in training related activities. The ~~A~~assignment ~~P~~premium will be ~~paid only for an~~ **paid only for an** event ~~by event basis for the~~ actual time spent training.

**COVER DRIVER** shall be defined as:

A premium driver position that is mainly responsible for day-to-day coverage of routes as assigned. May be asked to support other premium positions as needed.

**DESIGNATED ~~DRIVER~~/TRAINER** shall be defined as:

An appointed position responsible for training new drivers. The Designated Driver/Trainer must be certified as a Behind The Wheel Trainer and Core Instructor. This position commits to serving annually, as required by the Training Department. The premium for this position is paid for all guaranteed hours and overtime. The position will be guaranteed a minimum of six (6) hours time for days expected to work beyond ~~Quarterly Calendar~~ **the contracted** days.

**DISPATCHER** shall be defined as:

A premium driver position that is mainly responsible for the assigning, planning, and day-to-day operational coverage of vehicles, drivers and routes. May be asked to support other premium positions as needed.

**EXTRA DRIVING DUTY** shall be defined as:

~~School bus d~~Driving work available to qualified ~~School Bus~~ Drivers outside of the contracted days ~~District quarterly calendar~~.

**EXTRA NON-DRIVING DUTIES** shall be defined as:

Short-term work that may be in addition to, or outside of, the driver's normal route. Such work shall include, but not be limited to, radio/dispatch assistance, general housekeeping, miscellaneous administrative support, etc.

**FIELD SPARE** shall be defined as:

A premium driver position that is mainly responsible for staging in the field to support or cover operational needs. May be asked to support other premium positions as needed.

**FULL-TIME TRAINER** shall be defined as:

A premium driver position with ~~an 8-hour guarantee and~~ an annual (year-round) commitment to coordinate and participate in all Safety Exercises and training-related activities. This includes, but not limited to, planning, implementing, and evaluating all aspects of hiring/training new drivers; and developing training and procedures for current drivers. The Full-Time Trainer

must meet all ODE requirements for Behind The Wheel Trainer (OAR 581-053-0140) and Core Instructor (OAR 581-053-0160), with intent to also certify for Third Party Examiner (OAR 581-053-0150) .

LAYOVER shall be defined as:

A driver assignment at District request, where the driver remains with the bus and is paid for the time.

MIDDAY RUN shall be defined as:

~~A route that begins at least thirty (30) minutes after the completion of an AM route and ends at least thirty (30) minutes from the commencement of a PM route.~~

A run that begins (30) minutes or more after the final standardized AM district bell and/or has an outbound anchor time at least (90) ninety minutes before the first standardized PM district bell.

OFF-DUTY TIME shall be defined as:

~~Any time that a driver is at the base station or parkout for more than one-half (1/2) hour between movements.~~

The time from check-in until return to yard or parkout after completion of an assigned route/run.

ON-DUTY TIME shall be defined as:

Report to work until return to base station or parkout after completion of assigned movement. Drivers shall be paid no less than six (6) hours, ~~or 7 hours if assigned a midday run.~~ However, a driver is subject to assignment of work by the District during the entire six (6) hour, ~~or 7 hour if assigned a midday run,~~ period.

~~A BUS MOVEMENT shall be defined as:~~

~~Driver and vehicle leaving base station or parkout to pick up one or more places and return to base station or parkout after completion of the assigned route.~~

PARKOUT shall be defined as:

A driver ~~assignment~~ initiated ~~request by driver request~~ and approved by the District, where the driver does not necessarily remain with the bus at a District facility. The drivers will not have such time deducted from their ~~guarantee set-up time.~~ Drivers may be required to return to the bus yard at the request of the District.

~~DRIVER/TRAINER shall be defined as:~~

~~A full-time Driver/Trainer. The position includes all driver training related duties, record keeping and safety topics and some bus driving as assigned.~~

PREMIUM POSITION shall be defined as:

A position with an assignment premium as listed in the Appendix A: Salary Schedule for Bus Drivers.

RADIO OPERATOR shall be defined as:

A premium driver position that is mainly responsible for day-to-day all

communication with all drivers and District staff. May be asked to support other premium positions as needed.

**ROUTE** shall be defined as:

A run or collection of runs that a transportation vehicle regularly travels to pick up and/or drop off students at designated stops on their way to and from schools or designated sites.

**RUN** shall be defined as:

A single portion of a route traveling a specific planned path to pick up and/or drop off passengers and servicing a single site either inbound or outbound.

**SENIORITY** shall be defined as:

Length of continuous service as a bus driver with the District. **ATU** seniority is assigned when a driver completes their Commercial Driver's License (CDL) test and is eligible to obtain their CDL. If a driver hired is holding a current CDL, their seniority date would be assigned after they complete the in-house four (4) hour training as per ODE requirements.

**TEMPORARY EMPLOYEE** shall be defined as:

An employee hired to work less than six (6) consecutive months or was hired to replace an employee who is on either an approved leave of absence or absence due to an on the job injury

## ~~Appendix E: Criteria for Delay or Postponement of Bid~~

TA

### **Definitions:**

~~Delay: Short stoppage of bid activities in order to correct an error, discrepancy, or concern.~~

~~Postponement: Bid is postponed until the next business day at the latest, except in the event of an emergency, in which case Bid will be postponed to the day after the emergency has resolved.~~

### **Categories of Criteria**

#### **Exceptions to Seniority:**

~~Driver misses their scheduled time in bidding order:~~

- ~~● Driver at fault No delay. Driver is placed 5 bid positions down from current bidder.~~
- ~~● Management at fault Delay. Rebid all drivers and work from the point of failure. Delay could lead to postponement depending on the discovery of the mistake and the ability to rebid. (drivers still available)~~

~~Driver does not choose work within the allotted time: 5 minutes~~

- ~~● Driver at fault No Delay. Driver is placed 5 bid positions down from current bidder.~~

#### **Routing:**

~~Route is not posted for the correct amount of time: —~~

- ~~● If still unbid at discovery delay. Pull work and move to the appropriate bid board.~~
- ~~● If bid Delay. Move work to the appropriate bid board. Rebid work from point of failure. Delay could lead to postponement depending on the discovery of the mistake and the ability to rebid. (drivers still available)~~

~~Routing is not complete at time of bid:~~

- ~~● If still unbid at discovery delay. Pull work and move to the appropriate bid board.~~
- ~~● If bid Delay. Move work to the appropriate bid board. Rebid work from point of failure. Delay could lead to postponement depending on the discovery of the mistake and the ability to rebid. (drivers still available)~~

~~A portion of the routes are not complete in time for bid day:~~

- ~~● No Delay Bid will continue with routes that are available.~~
- ~~● Another bid will be scheduled when appropriate or routes will posted according to contract.~~

## **Credentials:**

Full credentials are:

- ~~Driver's License Valid at time of bid~~
- ~~Medical Certificate Valid at time of bid~~
- ~~First Aid Card Valid at time of bid~~
- ~~School Bus Certificate Valid at time of bid~~

-

Driver does not have current credentials:

- ~~• Driver at fault No delay. Driver can bid once credentials are current.~~
- ~~• Driver is current but needs copies No delay. Driver is placed 5 bid positions down from current bidder.~~

New Routes:

- ~~• If at any point after the confirmation meeting until bid day, more than 75% of the total routes posted on both the bid board and the secondary bid board are new routes as defined by section 4 of the Bid Day MOU, then bid day may be postponed, but in no event may bid day be postponed for longer than 3 days.~~
- ~~• If there are 10 routes or less available to be bid from the secondary bid board, then that bidding will occur by sign up, according to seniority.~~
- ~~• If there are more than 10 routes available to be bid from the secondary bid board, then another bid day will be scheduled for after the routes on the secondary bid board have been posted for 3 days per Article 21, section B, subsection 3.~~

## **MEMORANDUM OF UNDERSTANDING LABOR-MANAGEMENT COMMITTEE MEETINGS**

~~For the purpose of improved communication and partnering between the Union and Management, Portland Public Schools and the Amalgamated Transit Union Local 757 agree as follows for the 2022-2025 fiscal years:~~

- ~~A. The Union shall select up to three (3) bus drivers from the Student Transportation department to meet with District designated management representatives in one committee approximately once every two (2) months.~~
- ~~B. A Human Resources/Labor Relations representative and a Union Business Representative are welcome to attend.~~

~~C. Additional meetings may be requested as needed by either party and upon mutual agreement the parties shall have a supplemental Labor Management Committee meeting.~~

~~D. The Joint Labor Management Committee shall serve as a pilot and through mutual agreement, may continue on a year-to-year basis.~~

~~E. LMC Topics for discussion may include but are not limited to:~~

~~A. Training~~

~~B. Health and Safety concerns~~

~~C. Respectful work environment~~

~~D. Contracting out, use of Type 10 drivers, and cabs~~

~~E. Scheduling~~

## **MEMORANDUM OF AGREEMENT #1**

Between Portland Public Schools (PPS)  
and  
The Amalgamated Transit Union (ATU)

### **“Class B CDL”**

For the purpose of ensuring Portland Public Schools bus drivers are equipped with the most inclusive commercial drivers license possible and able to operate all vehicles within the district, Portland Public Schools and the Amalgamated Transit Union Local 757 agree as follows for the 2025-2028 fiscal years.

- A. As vehicle availability in the training department allows, trainers will offer Class B upgrades to all bus drivers currently holding a Class C commercial drivers license. The intended goal of this memorandum is for all bus drivers to hold a minimum of a Class B CDL with all applicable endorsements. The training order will be as follows:
  - 1. All premium positions will be offered training first.
    - a. Bus drivers who currently bid or accept a premium bidded position will be given priority to obtain their Class B CDL.
    - b. Starting in the 2026-27 school year, bus drivers who accept a premium position must upgrade to a Class B as soon as offered by the training department.
  - 2. After all premium positions have been trained, the Training department will offer training in seniority order, beginning with the most senior driver on a volunteer basis.
    - a. Drivers may pass while the Training department is offering open training.
    - b. Any opportunity missed due to a driver having seniority and not holding the required license and credentials will not be grievable through the grievance process if they were offered Class B training and opted out.
    - c. At any time after a driver previously opted out, they may request training.
    - d. Training may be offered at the discretion of the District.
  - 3. After all volunteers have completed Class B training, the Training department will schedule mandatory training for drivers in reverse seniority order as availability allows.
- B. Drivers who currently hold a class B will be offered a weight and capacity upgrade.
- C. PPS will reimburse the driver for upgrade fees and all passed tests that are required to obtain the Class B CDL.
- D. All newly hired drivers will be trained for a Class B CDL when vehicle availability allows.

## **Memorandum of Agreement #2**

Supplemental Collective Bargaining Agreement  
By and between  
Portland Public School and  
Division 757, Amalgamated Transit Union  
Related to Interim Discipline

This Memorandum of Agreement (hereinafter referred to as the “Agreement” or “MOA”) is entered into by and between Portland Public Schools (“the Employer”) and District 757 of the Amalgamated Transit Union (“the Union”) (collectively, “the Parties”) for and on behalf of the members of the bargaining unit represented by the Union (“the Members”).

### **RECITALS**

**WHEREAS**, the Union and the Employer are negotiating a Collective Bargaining Agreement (“CBA”) governing the terms and conditions of employment of the Members, to go into effect through June 30, 2028; and

**WHEREAS**, the Union and the Employer were previously parties to a CBA effective July 1, 2022, through June 30, 2025, which provided terms governing Discipline, Demotion, and Discharge of the Members (Article 10); and

**WHEREAS**, the Parties were engaged in collective bargaining between the expiration of that CBA on June 30, 2025, and the ratification of the current CBA; and

**WHEREAS**, the Parties wish to clarify the status of any discipline, demotion, or discharge of member(s) which occurred between the CBA expiration on July 1, 2025 and the ratification of the current CBA.

**NOW, THEREFORE**, the Union and the Employer hereby enter into this MOA to memorialize their agreement. This MOA constitutes the full and complete agreement between the Parties regarding the subject matter contained herein. No other understandings, promises, or commitments exist between the Parties with respect to the subject matter unless expressly set forth in this Agreement.

**ACCORDINGLY**, the Parties agree to the following terms:

1. An employee may request that disciplinary letters be removed from their file, when those disciplinary letters were issued between July 1, 2025, and the ratification of the current CBA.
2. Upon such request, Management will review the disciplinary action to assess whether the provisions of the current CBA authorize the disciplinary action, were the alleged offense to take place during the current CBA’s duration.
  - a. If the provisions of the current CBA do not authorize the disciplinary action, such that the employee’s alleged conduct would not have resulted



### **Memorandum of Agreement #3**

Supplemental Collective Bargaining Agreement  
By and between  
Portland Public School and  
Division 757, Amalgamated Transit Union  
Related to Midday Run Guarantees

This Memorandum of Agreement (hereinafter referred to as the “Agreement” or “MOA”) is entered into by and between Portland Public Schools (“the Employer”) and District 757 of the Amalgamated Transit Union (“the Union”) (collectively, “the Parties”) for and on behalf of the members of the bargaining unit represented by the Union (“the Members”).

#### **RECITALS**

**WHEREAS**, the Union and the Employer are negotiating a Collective Bargaining Agreement (“CBA”) governing the terms and conditions of employment of the Members, to go into effect through June 30, 2028; and

**WHEREAS**, the CBA in Article 21 provides the following terms:

- A. A driver shall receive a minimum of six (6) hours of work daily and shall be obligated to perform assigned work as necessary to meet the six (6) hour per day minimum.
  - a. A driver who has or bids on a midday route will be paid for the hours worked above their six (6) hour guarantee.
  - b. At the conclusion of the 2026-27 school year, the parties shall meet and the current midday structure shall continue only by mutual agreement.

**WHEREAS**, the Union and the Employer were previously parties to a CBA effective July 1, 2022, through June 30, 2026, and that CBA in Article 21 provided the following terms:

- A. A driver shall receive a minimum of six (6) hours, or seven (7) hours if assigned a midday run, of work daily and shall be obligated to perform assigned work as necessary to meet the six (6) hour, or seven (7) hour if assigned a midday run, per day minimum.

**WHEREAS**, the Parties wish to clarify what would result, should the “mutual agreement” contemplated by the current CBA not be reached.

**NOW, THEREFORE**, the Union and the Employer hereby enter into this MOA to memorialize their agreement. This MOA constitutes the full and complete agreement between the Parties regarding the subject matter contained herein. No other understandings, promises, or commitments exist between the Parties with respect to the subject matter unless expressly set forth in this Agreement.

**ACCORDINGLY**, the Parties agree to the following terms: In the absence of mutual agreement to continue the midday structure detailed in Article 21.A, guaranteed



**Signature Page**

**FOR PORTLAND SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY, OREGON by:**

\_\_\_\_\_  
Devra Herмосilla, Senior Partner -  
Employee and Labor Relations

\_\_\_\_\_  
Brandon Coonrod  
Senior Director - Transportation

\_\_\_\_\_  
Lisa Wheeler  
Assistant Director - Transportation

\_\_\_\_\_  
Patrick Fukuoka  
Senior Manager - Transportation

**FOR ATU LOCAL 757:**

\_\_\_\_\_  
Bruce Hansen  
President - ATU

\_\_\_\_\_  
Date

**ATU Bargaining Team Members:**

- Henry Beasley, Vice President ATU 757
- Dennis Hanslits, Shop Steward
- Aaron Flores, Executive Board Officer
- Lenette Green, Shop Steward
- Dylan Serkin, Shop Steward

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## **RESOLUTION No. 7312**

### **Resolution to Change the Name and Mascot of Joseph Lane Middle School**

#### **RECITALS**

- A. Portland Public Schools acknowledges that the name of a school building has a significant impact on the overall educational environment and can foster positive student development and sense of belonging.
- B. In June 2023, the Lane Middle School Community received permission from the Superintendent to begin the process for potentially renaming the school.
- C. A Renaming Committee was formed, composed of students, staff, parents, and community members. The committee met to design and implement a process that centered on inclusivity, transparency, and meaningful engagement across the school community.
- D. The name "Brentwood Middle School" received the highest level of support from the community.
- E. The community identified the "Bears" as their new mascot to replace "the Quasar".
- F. The Superintendent, having reviewed the process and work of the committee, recommends the Board of Education rename Joseph Lane Middle School to Brentwood Middle School.

#### **RESOLVED**

NOW, THEREFORE, the Portland Public Schools Board of Education approves the Superintendent and school community's final recommendation to change the name of Joseph Lane Middle School to Brentwood Middle School, and to change their mascot from the Quasar to the Bears.



# Lane Middle School Request for School Name Change



PORTLAND  
Public Schools

June 9, 2026

# Renaming Committee Work

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- The Lane Middle School Renaming Committee was established in the spring of 2023.
- The committee was made up of staff, students, alumni, community partners, and parents.
- The process started in 2022 and continued through building leadership changes as well as district leadership changes, with the goal of finding a name that aligns with the mission and vision of our school.
- The initial survey in 2023 and a second survey sent in February of 2026 yielded ideas that ranged from names of people to symbolic names related to our region. We eliminated names connected to individuals, as well as names of schools in the Portland-Metro Area. This left us with 5 candidates.
- The voting process was held in May 2026, and 415 votes were cast from a community of current students, alumni, family members, neighbors, and staff.

# Reclaiming Our Name: From Lane to Brentwood

---

When our school opened in 1922, it was named *Errol Heights School*—firmly rooted in **local geography**, just like a dozen other schools across Southeast Portland. Its 1926 renaming to honor Joseph Lane tethered the building to a history of anti-indigenous child hostage-taking and radical pro-slavery advocacy that directly violates the safety and equity values of PPS today.

As community values evolved, residents took action. By the 1980s and 1990s, the neighborhood formalized a modern, inclusive identity by officially adopting the name Brentwood-Darlington. Transitioning to **Brentwood Middle School** returns the building to its original purpose. Derived from the Old English for "burnt wood" (a forest clearing), Brentwood is a purely geographic name that honors no single individual. Adopting it permanently insulates the district from biographical controversies, celebrates a resilient community once named Portland's "Neighborhood of the Year," and directly fulfills City of Portland policies to reinforce local neighborhood identity through our public schools.

# Voting Results: School Name

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Name	Students/Staff Ballot	Alumni/Community Ballot	Total
Brentwood	144	63	207
Brentwood - Darlington	25	14	39
Darlington	15	16	31
Oregon Pines	43	17	60
Hemlock	28	14	42

# Voting Results: Mascot

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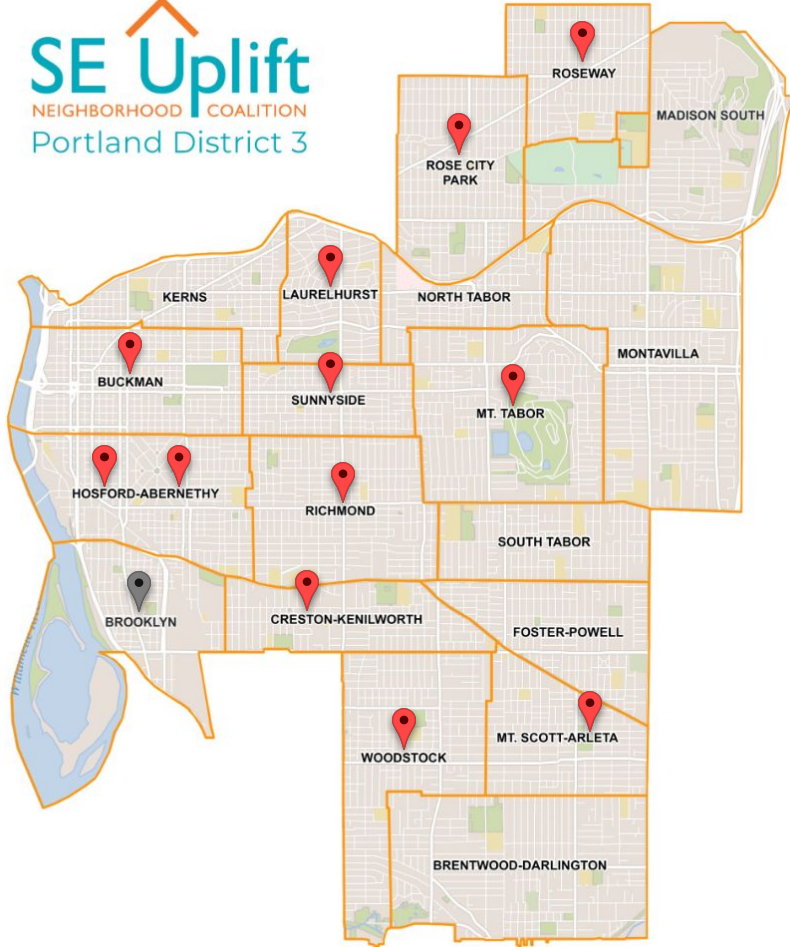
Mascot	Students/Staff Ballot
Bears	78
Bobcats	77
Ravens	77
Otters	40

Of the 415 votes cast, Bears, Bobcats, Ravens, and Otters were the leading mascots from the 14 original options\*. We wanted to see how our current students and staff would vote between the four most popular, and **BEARS** was the leading choice in both ballots.

*\*Bears, Bobcats, Beavers, Tigers, Buffaloes, Ravens, Badgers, Panthers, Eagles, Otters, Jaguars, Wolves, Hawks, and Raptors.*

A photograph of a brick building facade. The upper portion features a large, empty rectangular window opening framed by light-colored stone or concrete. Below this, a horizontal band of darker bricks separates the upper and lower sections. The lower section contains three arched windows with decorative glass panes, each topped with a small, oval-shaped decorative element. The text "Thank you!" is overlaid in a bold, blue, italicized font in the center of the image.

***Thank you!***



# Portland's District 3

Looking at the neighborhoods that make up District 3 in Southeast Portland, one might mistake this map of **neighborhoods** for a map of *Portland schools*.

At least *a dozen PPS schools*, in our district alone, share a name with their neighborhood.

When we become **Brentwood Middle School**, we follow in the footsteps of many of our closest neighbors.

## **Report to The Portland Public Schools Board of Education**

Date: April 29, 2026

From: Bond Accountability Committee

Subject: BAC Report #51

### **Committee Charge**

The Portland Public Schools Board of Education (Board) has appointed a community Bond Accountability Committee (“Committee” or “BAC”) whose charge is to monitor the planning and progress of the bond programs relative to voter-approved work scope, schedule, and budget objectives.

The duties of the Committee are (i) to receive reports on the status and planned implementation of the bond programs; (ii) to determine whether such status and implementation are consistent with the programs approved by the voters; and (iii) to report its findings to the Board.

The current members of the BAC are:

Greg DiLoreto, Chair  
Norman Dowty  
Chris Dunning  
Travis George  
Brian Harper  
Ryan Kinsella  
Chris Poulsen  
Jonathan Truit  
Cara Turano  
Kelly Wingard  
BOE Director Splitt, the BAC Liaison

### **Background:**

In November 2012, voters approved a \$482M capital improvement bond measure for Portland Public Schools. In May 2017, voters approved a \$790M capital improvement bond measure. In November 2020, voters approved a \$1.206B capital improvement bond measure, and in May 2025, voters approved a \$1.8B capital improvement bond measure.

All BAC meetings are publicly noticed and open to the public. Staff presentation materials, along with BAC reports, are posted on the District website. Meetings are also

video recorded, which allows BAC members and the public unable to attend scheduled meetings to watch the proceedings and review the materials at their convenience.

This BAC meeting was held virtually on April 29, 2026. The BAC has a practice of alternating its meetings between in person and Zoom. In-person meetings have rotated among the various schools that have seen modernization or will see modernization. Since our last BAC meeting, three new members have been added to the BAC: Brian Harper, Chris Poulsen, and Kelly Wingard. Eight members participated in this meeting: Greg DiLoreto, Cara Turano, Kelly Wingard, Brian Harper, Chris Poulsen, Jonathan Truit, Norm Dowty, Chris Dunning and our BOE liaison Director Splitt. **The meeting focused on three main areas: A presentation on the structural engineering work developing the criteria and seismic improvements for PPS facilities; consolidated projects update; and an update on the ERP project. The BAC also recommended changes to its charter.**

**The BAC received public comment from one individual concerning the use of bond funds for the improvements at the Grice-Adair Center.**

## **Report**

*1. Whether the school district bond revenues are expended only for the purposes for which the bonds were approved, and that bond revenues are not used for any purpose prohibited by law.*

- The BAC reviewed the Bond Program Administration report for the consolidated projects.
- **From the 2017 bonds, \$165 million was allocated for consolidated projects of which \$122 million has been spent in the areas of ADA, asbestos abatement, consolidated, fire systems, lead paint removal, radon, security improvements and water quality. From the 2020 bonds, \$260 million has been allocated for consolidated projects, (which are all other types of projects that are NOT modernization/new school construction, such as life safety projects, IT projects, roofs, seismic, HVAC....smaller scale projects), capacity improvements, seismic, new roofs, mechanical including HVAC, ADA, and security improvements, of which \$232 million has been spent.**
- All projects are reviewed by a designated PPS staff team to ensure that they meet the test of usability of bond funds, i.e., exceed a capital cost threshold and extend the life of the asset. **Based on these reports the BAC believes the programs to have been properly funded; it appears that the school district is spending revenues only for the purposes for which the bonds were approved.**

*2. Whether the bond budget is sufficient to complete the scope of work as outlined in the voter-approved bonds.*

- **As presented to the BAC there are sufficient funds to complete the scope of work as outlined in the voter-approved bonds.**
- Staff has nearly completed reconciling accounts and based on these reports, bond funds from the 2012 bond **are nearly 100% spent, the last, approximately, \$350,000 available. Bond funds from the 2017 bonds are 95% spent of which \$48.6 million is still available. Bond funds from the 2020 bonds are 59% spent with \$542.5 million available, and only 6% of the 2025 bond funds have been spent.**
- **A total of \$4.7 billion in bonds have been approved by the voters in 2012, 2017, 2020 and 2025 combined. To date 50% have been spent. Outstanding encumbrances are \$182.6 million, and \$2.3 billion in bond funds remain, the majority of which is in the 2025 bond.**
- **Staff believe that they are close to identifying the \$100 million in funding to meet the objective funding for the seismic improvements noted in the 2025 bond.**

*3. Whether the projects planned, in progress, and completed will meet the scope of work specified in the voter-approved bonds.*

- The BAC received a presentation on the status of the seismic projects. All projects meet the scope of work specified in the voter-approved bonds. It was noted that seismic work is being conducted with the reroofing projects where appropriate, in addition to the seismic improvements on unreinforced masonry buildings.
- Consolidated projects for 2026 include:
  - 4 schools roofing with seismic
  - 3 schools with seismic parts improvements
  - Grant Bowl lighting
  - Marshal Track/field and Tennis Courts
  - Jackson Athletic Hub
  - 21 schools will get mechanical control systems
  - Fire alarm upgrades and multiple campuses.
- Curriculum
  - New Chromebooks for all PPS students
  - 41,500 devices will be deployed
- The BAC received an update on the ERP project. It is a complete reworking of the system.

- **Based on these reports the BAC believes the projects planned, in progress, and completed will meet the scope of work specified in the voter-approved bonds.**

*4. Whether the projects are being delivered on schedule relative to the voter-approved bonds.*

- As these are consolidated projects, they have various timelines. A series of projects will be completed this summer. Overall, the projects are scheduled for summer construction of 2026, 27, and 28. The ERP project is still on schedule; however, the risk noted to the BAC is that, with several unfilled administrative positions, this may slow down implementation of the ERP. **Based on the information presented, the projects are listed to be delivered on schedule, understanding that specific consolidated projects were not called out in the bond measure.**

*5. The Committee will receive and review copies of annual performance audit reports and financial audit reports to ensure Bond revenues are expended in compliance with state law and the ballot measure language.*

- **As noted in previous BAC reports, District staff is diligent in ensuring all bond revenues comply with state law and the ballot measure language, and the BAC has seen no evidence of operating outside of this compliance.** Portland Public Schools RISE and Finance Leadership staff review the proposed projects to verify that they fall within the requirements for capital projects for which bond funds may be used.

*Additionally, the Committee may provide feedback and/or advice to the Board on one or more of the following topics:*

- *Alignment with the goals and principles of the Long-Range Facilities Plan;*
- *Alignment with the goals of the Business Equity Policy;*
- *District standards and innovative practices for achieving lower maintenance and construction costs while improving operating efficiency, sustainability, and increasing building longevity;*
- *Historic preservation and school renovation opportunities compatible with the architecture of surrounding Portland neighborhoods;*
- *Potential capital partnerships for joint and shared use of PPS facilities;*
- *Implementation of appropriate ways to address seismic issues;*
- *Topics and scope for the annual performance audit work plan;*
- *Compliance with ADA; and*

- *Communicating key information related to the bonds to the School Board, public groups, organizations and stakeholders.*
- No additional items requiring feedback were discussed at this meeting.
- At the BAC January meeting we received a presentation from Janise Hansen of PPS regarding potential changes to the BAC charter. A special meeting of the BAC was held on April 8<sup>th</sup> where the Committee discussed those changes together with any changes the BAC wanted to make to the charter. Following that meeting, staff revised the proposed charter and that draft was presented at this BAC meeting. The BAC submits that draft to the Board for its consideration.
- *General Comments*

In conclusion, we continue to commend PPS with what they have accomplished as the number of projects is numerous and complex. Projects are coming in on time and generally within budget and scope. Procedeo has revised the reports to the BAC to reflect our comments from the previous meeting, and these reports meet the requirements the BAC needs to report to the BOE. We continue to appreciate the quality and professionalism of RISE staff, particularly as they work through the change in leadership. We thank the Board for this opportunity to serve and play a small part in the District's bond programs.

# **Portland Public Schools Capital Construction Bond Accountability Committee Charter**

**DRAFT: April 29, 2026**

## **Background**

Portland Public Schools (the District) has successfully referred multiple Capital Construction Bond Measures for voter approval. The District has established a community Bond Accountability Committee, an independent group of community members to review reports and audits of how bond dollars are being spent to provide accountability to the public until bond projects are completed. The Committee will assist the Board of Education (Board) in monitoring the planning, execution, and progress of the bond programs.

## **Committee Charge**

The duties of the Committee are (i) to receive and review reports and other information on the current status and planned implementation of the bond programs, including bond project and program status reports, critical path schedules, budgets and expenditures, project prioritization within bond programs, identification of risks, bond-project management key performance indicators, and annual bond performance audits; (ii) to determine whether such status and implementation are consistent with the program approved by the voters; (iii) to report their findings and recommendations to the Board. The Committee informs and advises the Board, but does not have decision-making authority.

The Superintendent has ultimate responsibility for performance of staff engaged in the implementation of the bond programs.

Based on the information provided by staff, the Committee will regularly review and provide updates to the Board on:

- Whether the bond revenues are expended only for the purposes for which the bonds were approved and that bond revenues are not used for any purpose prohibited by law, including annual review of the bond performance audit and the District's financial audit as it relates to bond expenditures;
- Whether the bond proceeds are sufficient to complete the scope of work as outlined in the voter-approved bonds;
- Whether the projects planned, in progress, and completed will meet the scope of work specified in the voter-approved bonds;

- Whether bond referral planning is consistent with PPS vision and the 30-year progressive bond program model;
- Whether each of the projects is being delivered on schedule and within established budget ;and
- Whether the District’s bond program management is consistent with industry standards.

Additionally, the Committee may provide feedback and/or advice to the Board on one or more of the following topics as they relate to the bond-funded capital programs:

- Alignment with the goals and principles of the Long Range Facilities Plan;
- Alignment with the goals of the Business Equity Policy;
- District standards and innovative practices for achieving lower maintenance and construction costs while improving operating efficiency, sustainability, and increasing building longevity;
- Historic preservation and school renovation opportunities compatible with the architecture of surrounding Portland neighborhoods;
- Potential capital partnerships for joint and shared use of PPS facilities;
- Development and implementation of the District’s plan to improve seismic safety;
- Topics and scope for the annual performance audit work plan;
- Compliance with ADA; and
- Communicating key information related to the bonds to the Board, public groups, organizations and stakeholders.

The Committee will also review future bond planning processes and materials and provide advice to the Board, prior to bond referral, on:

- Cost-estimating processes related to proposed modernization efforts, new construction projects, and other potential scopes of work.
- Bond development risk management strategies including project cost escalation assumptions, contingency assumptions, bond management cost estimates, etc.

The Committee will use the [Racial Equity and Social Justice](#) framework in its review of bond projects and in providing advice to the Board. Any recommendation from the Committee to

the Board should include discussion of any possible impact on historically underserved student populations.

The Board may request the Committee to undertake other reasonable duties related to the Bond programs.

### Reporting Structure and Cadence

The Committee will update the Board in the following manner:

- Quarterly report to the Board, in person unless otherwise specified by the Board

Written reports to the Board as needed Committee Meeting Protocols

The Committee will generally adhere to the Board meeting protocols in Board Policy 1.70.011-P to make clear what recommendations are being made and that they have been adopted by a majority of the Committee. The Minutes of all Committee meetings should reflect Committee meeting attendance, the agenda items discussed, and the Committee's recommendations; Minutes of prior meetings should be reviewed and approved at the next Committee meeting. Meeting materials should be circulated with sufficient time for meaningful review by the Committee members and in coordination with the Committee Chair.

### **Committee Membership**

The Committee shall consist of seven to ten members reflective of the diversity of Portland. The Committee will elect a chair and vice chair at the first meeting following July 1 each year.

The Committee shall be composed of individuals with a commitment to fairness and transparency and belief in the role of the public sector as stewards of public funds.

Membership of the Committee should display a commitment to and experience in one or more of the following:

- Building design, architecture, engineering
- Construction and/or public construction financing
- Workforce equity and/or career learning equity
- Public contracting, budgeting, and/or auditing
- Business equity, Minority-owned, Women-Owned, or Emerging Small Business (MWESB) opportunities in public works

- Curriculum development
- Technology infrastructure and investment
- One or more of any other specific bond project scopes of work
- The Committee members shall receive no direct or indirect compensation from the District for their services as members of the Committee.
- The Committee members may not have an active or pending contract with the District, nor enter into a contract during or within one year of the end of their term on the Committee.
- The Committee may not include any employee or official of the District, or any vendor, contractor or consultant of the District.
- If a Committee member resigns, violates the Committee Code of Ethics contained herein (see attachment), fails to attend two consecutive Committee meetings without reasonable excuse, or otherwise becomes unable to serve on the Committee, the Board may declare the position on the Committee to be vacant and appoint another qualified person to the Committee. At all times, Committee members serve at the discretion of the Board and may be removed by a vote of the majority of the Board.
- The Board may appoint members to staggered 2-, 3- and 4-year terms and may reapply for consideration to serve additional terms. A Committee member shall not hold the title of chairperson for more than 3 years. A Committee member may serve for a total of no more than eight years unless an additional term of service is authorized by the Board.

### **Committee Operations**

The Committee operates in an advisory capacity to the Board. The Committee is not responsible for the bond program or project outcomes and does not direct staff including any contracted staff, consultants, contractors, or auditors. The charge to the Committee does not include:

- Approval of construction contracts;
- Approval of construction change orders;
- Appropriation of construction funds;
- Handling of legal matters;
- Approval or performance of audit scope of work;

- Approval of construction plans and schedules;
- Approval of the sale of bonds;
- Priorities and order of construction for the bond projects;
- Selection of architects, engineers, construction managers, project managers, and such other professional service firms;
- The approval of the scope or design for any project;
- The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the performance of the Bond Program;
- Setting or approving schedules of design and construction activities;
- Activities, roles or responsibilities that have been designated by the Superintendent or her designee to staff or consultants, or any policy-making responsibilities;
- Approval of future bond scopes of work; or
- Approval of current or future project cost estimates.

### **Committee Meetings**

- The Committee will meet no less than quarterly or as requested by the Board in a public meeting. Because the Committee reports to the Board of Education, all Committee meetings must comply with Oregon Public Meetings law. Accordingly, a quorum of the Committee may not meet in person or by email to discuss current or anticipated Committee work outside a public meeting.
- Committee meetings are advisory and not related to formal decision-making by the Board. Committee meetings shall include opportunity for public comments.
- The Superintendent will assign and delegate the appropriate level of staff to support the Committee's work.
- District staff will provide necessary technical and administrative assistance as follows:
  - A meeting room, including any necessary audio/visual equipment;
  - Preparation and copies of any written meeting materials, such as agendas and reports; and distribution of those materials to the Committee in a timely manner.

- Provision of reports covering the School Bond Programs.
- Preparation of Committee meeting minutes and posting for public viewing and use on the PPS web site.
- District staff will attend Committee meetings in order to report on the status of capital improvement projects, to respond to questions, and to receive advice and counsel on the overall bond programs or any of their component parts. District project consultants may be asked to attend Committee meetings at the discretion of District staff or by request of the Committee.

### **Media Relations**

Committee members are classified as volunteers serving terms under the guidance of the BAC Charter and the Board of Education. Committee members are neither required to or restricted from responding to media requests. Members can reach out to staff for direction or forward all media requests to District Communications for follow up.

## **Attachment**

### **Portland Public Schools Capital Construction**

#### **Bond Citizen Accountability Committee:**

#### **Code of Ethics**

A Code of Ethics provides general guidelines for Committee members to follow in carrying out their roles. Not all ethical issues that Committee members face are covered in this Code. However, this Code captures some of the critical areas that help define ethical and professional conduct for Committee members. Committee members are expected to strictly adhere to the provisions of this Code of Ethics.

#### **Policy**

Each Committee member must uphold the federal and Oregon Constitutions; the laws and regulations of the United States and the State of Oregon, including complying fully with the ethics laws found within ORS Chapter 244; and the policies, procedures, rules, and regulations of the District. Additionally, Committee members shall:

- Act in the best interest of the District and the public
- Make service on the Committee a high personal priority by participating constructively and consistently in Committee work
- Prepare for meetings by reading the agenda and supporting material and learning about the subject matter
- Participate in rational, informed deliberations by considering reliable information and thinking critically
- Use one's own judgment versus following the lead of others
- Be committed to serving the District as a whole rather than any part or any personal or political cause
- Avoid conflicts of interest or the appearance thereof
- Provide advice and counsel untainted by personal, professional, or political interest
- Adhere to the highest standards of personal and professional behavior

For a period of one (1) year after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in

personally and substantially. Specifically, for a period of one (1) year after leaving the Committee, a former Committee member and the companies and organizations for which the member works shall be prohibited from contracting with the District with respect to:

- bidding or proposing to provide services on projects funded by the bond proceeds; and/or
- any construction project funded by the District.

# Portland Public Schools Capital Construction Bond Accountability Committee Charter

**DRAFT: April 29, 2026**

## Background

Portland Public Schools (the District) has successfully referred multiple Capital Construction Bond Measures for voter approval in ~~November 2012, May 2017, and November 2020, and May 2025~~. The District has established a ~~community~~ **citizen** Bond Accountability Committee, an independent group of community members to review reports and audits of how bond dollars are being spent to provide accountability to the public until bond projects are completed. The Committee will ~~to~~ assist the Board of Education (Board) in monitoring the planning, ~~execution~~, and progress of the bond programs.

## Committee Charge

~~The Portland Public Schools Board of Education (Board) has appointed a citizen~~ **community** Bond Accountability Committee (“Committee”) whose charge is to monitor the ~~planning and progress of the bond programs relative to voter approved work scope, schedule and budget objectives.~~

The duties of the Committee are (i) to receive ~~and review~~ reports ~~and other information~~ on the current status and planned implementation of the bond programs, ~~including bond project and program status reports, critical path schedules, budgets and expenditures, project prioritization within bond programs, identification of risks, bond-project management key performance indicators, and annual bond performance audits~~; (ii) to determine whether such status and implementation are consistent with the program approved by the voters; ~~and~~ (iii) to report their findings ~~and recommendations~~ to the Board. The ~~e~~Committee informs and advises the Board, but does not have decision-making authority.

The Superintendent has ~~overall~~ **ultimate** responsibility for performance of staff engaged in the implementation of the bond programs.

~~Based on the information provided by staff,~~ **The** Committee will regularly review and provide updates to the Board on:

- Whether the ~~school district~~ bond revenues are expended only for the purposes for which the bonds were approved, and that bond revenues are not used for any purpose prohibited by law, including annual review of the bond performance audit and the District's financial audit as it relates to bond expenditures;
- Whether the bond ~~budget is~~ proceeds are sufficient to complete the scope of work as outlined in the voter-approved bonds;
- Whether the projects planned, in progress, and completed will meet the scope of work specified in the voter-approved bonds; and
- Whether bond referral planning is ~~concurrent~~ consistent with PPS vision and the 30-year progressive bond program model;
- Whether each of the projects ~~are~~ is being delivered on schedule and within established budget ~~relative to the voter-approved bonds~~; and
- Whether the District's bond program management is consistent with industry standards.

~~The Committee will receive and review copies of annual performance audit reports and financial audit reports to ensure Bond revenues are expended in compliance with state law and the ballot measure language.~~

Additionally, the Committee may provide feedback and/or advice to the Board on one or more of the following topics as they relate to the bond-funded capital programs:

- Alignment with the goals and principles of the Long Range Facilities Plan;
- Alignment with the goals of the Business Equity Policy;
- District standards and innovative practices for achieving lower maintenance and construction costs while improving operating efficiency, sustainability, and increasing building longevity;
- Historic preservation and school renovation opportunities compatible with the architecture of surrounding Portland neighborhoods;
- Potential capital partnerships for joint and shared use of PPS facilities;
- Development and implementation of appropriate ways to address the District's plan to improve seismic issues safety;
- Topics and scope for the annual performance audit work plan;
- Compliance with ADA; and

- Communicating key information related to the bonds to the ~~School~~ Board, public groups, organizations and stakeholders.

The Committee will also review future bond planning processes and materials and provide advice to the Board, prior to bond referral, on:

- ~~Cost-~~estimating processes related to proposed modernization efforts, new construction projects, and other potential scopes of work.
- Bond development risk management strategies including project cost escalation assumptions, contingency assumptions, bond management cost estimates, etc.

~~The Committee may request additional documents and provide advice to PPS staff on topics agreed upon by the Committee and PPS staff.~~

The Committee will use the [Racial Equity and Social Justice](#) framework in its review of bond projects and in providing advice to the Board. Any recommendation from the Committee to the Board ~~should~~ will include discussion of any possible impact on historically underserved student populations.

~~The Committee will review regular reports produced by the District each year the bond proceeds are being spent. The Committee will use these documents to verify general compliance with the purposes set forth in the capital improvement programs as approved by the voters.~~

~~The Board may request the Committee resolution will consider performing other to undertake other reasonable duties requested by the Board related to the Bond programs.~~

### Reporting Structure and Cadence

~~The BAC Committee will report to update the Board OE~~ in the following manner:

- Quarterly ~~full~~ report to the Board ~~OE~~, in person unless otherwise specified by the Board
- ~~Written reports to the Board as needed~~ Monthly written Reporting reports on meetings, updates, and committee work (written, monthly) ~~ff~~

### Committee ~~Voting~~ Meeting Protocols

The Committee will generally adhere to the Board meeting protocols in Board Policy 1.70.011-P to make clear what recommendations are being made and that they have been adopted by a majority of the Committee. The Minutes of all Committee meetings should reflect Committee meeting attendance, the agenda items discussed, and the Committee's recommendations; Minutes of prior meetings should be reviewed and approved at the next

Committee meeting. Meeting materials should be circulated with sufficient time for meaningful review by the Committee members and in coordination with the Committee Chair.

## Committee Membership

The Committee shall consist of ~~approximately~~ seven to ten members reflective of the diversity of Portland. ~~The Board will appoint eCommittee members and a Committee will elect a chairperson~~ **chair and vice chair at the first meeting following July 1 each year.:**

The ~~C~~committee shall be composed of individuals with a commitment to fairness and transparency and belief in the role of the public sector as stewards of public funds.

Membership of the ~~e~~Committee should display a commitment to and experience in one or more of the following:

- Building design, architecture, engineering
- Construction and/or **public** construction financing
- Workforce equity and/or career learning equity
- Public contracting, budgeting, and/or auditing
- Business equity, Minority-owned, Women-Owned, or Emerging Small Business (MWESB) opportunities in public works
- **Curriculum development**
- **Technology infrastructure and investment**
- One or more of **any other** ~~the~~ specific bond project scopes of work

~~The Committee shall be composed of a mix of individuals with a good reputation in the community for fairness and transparency, and a majority of the committee will be people with a combination of experience in building design; construction; construction financing; public contracting, budgeting, and/or auditing.~~

- The Committee members shall receive no direct or indirect compensation from the District for their services as members of the Committee.
- The Committee members may not have an active or pending contract with the District, nor enter into a contract during **or within one year of the end of** their term on the Committee.

- The Committee may not include any employee or official of the District, or any vendor, contractor or consultant of the District.
- ~~A Committee member serves to advise the Board.~~ If a Committee member resigns, violates the Committee Code of Ethics contained herein (see attachment), fails to attend two consecutive Committee meetings without reasonable excuse, or otherwise becomes unable to serve on the Committee, the Board may declare the position on the Committee to be vacant and appoint another qualified person to the Committee. **At all times, Committee members serve at the discretion of the Board and may be removed by a vote of the majority of the Board.**
- **The Board may appoint** ~~Members are appointed~~ to staggered 2-, 3- and 4-year terms and may reapply for consideration to serve additional terms. ~~Effective July 1, 2019,~~ **a** Committee member shall not hold the title of chairperson for more than 3 years. A Committee member may serve for a total of no more than eight years **unless an additional term of service is authorized by the Board.**

## **Committee Operations**

The Committee operates in an advisory capacity to the Board. The Committee is not responsible for the bond program or project outcomes and does not direct staff including any contracted staff, consultants, contractors, or auditors. The charge to the Committee does not include:

- Approval of construction contracts;
- Approval of construction change orders;
- Appropriation of construction funds;
- Handling of legal matters;
- Approval or performance of audit scope of work;
- Approval of construction plans and schedules;
- Approval of the sale of bonds;
- Priorities and order of construction for the bond projects;
- Selection of architects, engineers, construction managers, project managers, and such other professional service firms;
- The approval of the scope or design for any project;

- The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the performance of the Bond Program;
- Setting or approving schedules of design and construction activities;
- Activities, roles or responsibilities that have been designated by the Superintendent or her designee to staff or consultants, or any policy-making responsibilities;
- Approval of future bond scopes of work; or
- Approval of current or future project cost estimates.

### **Committee Meetings**

- The Committee will meet no less than quarterly or as requested by the Board in a public meeting. Because the Committee reports to the Board of Education, all Committee meetings must comply with Oregon Public Meetings law. Accordingly, a quorum of the Committee may not meet in person or by email to discuss current or anticipated Committee work outside a public meeting.;
- Committee meetings are advisory and not related to formal decision-making by the Board. Committee meetings shall include opportunity for public comments.
- The Superintendent will assign and delegate the appropriate level of staff to support the Committee's work.
- District staff will provide necessary technical and administrative assistance as follows:
  - A meeting room, including any necessary audio/visual equipment;
  - Preparation and copies of any ~~documentary~~ written meeting materials, such as agendas and reports; and distribution of those materials to the Committee in a timely manner.
  - Provision of reports covering the School Bond Programs.
  - Preparation of Committee meeting minutes and posting for public viewing and use on the PPS web site.
  - District staff will attend Committee meetings in order to report on the status of capital improvement projects, to respond to questions, and to receive advice and counsel on the overall bond programs or any of their component

parts. District project consultants may be asked to attend Committee meetings at the discretion of District staff or by request of the Committee.

## **Media Relations**

Committee members are classified as volunteers serving terms under the guidance of the BAC Charter and the Board of Education. Committee members are neither required to or restricted from responding to media requests. Members can reach out to staff for direction or forward all media requests to ~~OSM~~ District Communications for follow up.

## **Attachment**

### **Portland Public Schools Capital Construction**

#### **Bond Citizen Accountability Committee:**

#### **Code of Ethics**

A Code of Ethics provides general guidelines for Committee members to follow in carrying out their roles. Not all ethical issues that Committee members face are covered in this Code. However, this Code captures some of the critical areas that help define ethical and professional conduct for Committee members. Committee members are expected to strictly adhere to the provisions of this Code of Ethics.

#### **Policy**

Each Committee member must uphold the federal and Oregon Constitutions; the laws and regulations of the United States and the State of Oregon, including complying fully with the ethics laws found within ORS Chapter 244; and the policies, procedures, rules, and regulations of the District. Additionally, Committee members shall:

- Act in the best interest of the District and the public
- Make service on the Committee a high personal priority by participating constructively and consistently in Committee work

- Prepare for meetings by reading the agenda and supporting material and learning about the subject matter
- Participate in rational, informed deliberations by considering reliable information and thinking critically
- Use one's own judgment versus following the lead of others
- Be committed to serving the District as a whole rather than any part or any personal or political cause
- Avoid conflicts of interest or the appearance thereof
- Provide advice and counsel untainted by personal, professional, or political interest
- Adhere to the highest standards of personal and professional behavior

For a period of one (1) year after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of one (1) year after leaving the Committee, a former Committee member and the companies and ~~businesses~~ organizations for which the member works shall be prohibited from contracting with the District with respect to:

- bidding or proposing to provide services on projects funded by the bond proceeds; and/or
- any construction project funded by the District.

## RESOLUTION No. 7313

### Grades 6-12 Social Studies Curriculum Materials Adoption

#### RECITALS

- A. Standards-aligned instruction supported by a balanced curriculum ensures every student has the opportunity to access a rigorous education that prepares them for college, career, and active civic life. An inquiry-based, student-centered approach to social studies curriculum and instruction—deeply rooted in the framework established by the 2024 Oregon Social Studies Standards—shifts pedagogy away from traditional models toward active student inquiry, proving highly effective in closing the opportunity gap.
- B. For Portland Public Schools, a strong 6-12 Social Studies curriculum and instruction includes four key elements based on best practices:
  - a. The Inquiry Arc: Standards aligned with state and national requirements that move past rote memorization toward constructing compelling questions, applying disciplinary concepts (history, civics, economics, and geography), evaluating primary/secondary sources, and communicating data-backed conclusions.
  - b. Inclusive Histories: Core curriculum materials that systematically center the resilience, resistance, agency, and contemporary contributions of Black, Indigenous, Latine, Asian American, Pacific Islander, and LGBTQ+ communities, moving entirely away from monthly add-ons.
  - c. Universal Design and Complex Texts: High-quality resources designed around Universal Design for Learning (UDL) that provide integrated literacy scaffolds, vocabulary tiering, and multimedia extensions so that Multilingual Learners and students receiving Special Education services can critically analyze authentic texts alongside their peers.
  - d. Standards-Aligned Assessments: Tools and performance tasks that allow educators to periodically evaluate student progress towards state standards and monitor alignment with post-secondary success indicators.
- C. A comprehensive field-testing period spanning the 2025–2026 school year was central to this adoption process to replace materials last adopted several years ago. This teacher-led, data-driven initiative involved approximately 40 PAT educators from across six middle schools and nine high schools—including NAYA and specialists in Special Education and Dual Language Immersion (DLI)—who utilized the Instructional Resource Bias Evaluation tool to narrow five potential vendors down to those scoring highest.
- D. The field test and evaluation process resulted in strong, data-backed recommendations to close the current resource gap and establish a vertically articulated pathway from Western/Eastern Hemispheres in middle school to Modern World History, US History, Government, and Economics in high school:

- a. For grades 6-8, the pilot of TCi materials resulted in 100% teacher approval (55% "Highly Recommend", 45% "Recommend with Reservations"), with 80.5% of middle school students reporting a "Just Right" level of difficulty.
  - b. For grades 9-12, the pilot resulted in an 84% teacher approval rating for the final recommendation, with Cengage achieving 91% teacher validation for asset-based representation.
  - c. Teachers formally vetted materials for Canvas and Synergy compatibility, noting that literacy scaffolds received an 82% favorable rating in Modern World History and 72% in US History.
  - d. The selection of vendors such as TCi and Cengage successfully addresses a critical need identified during the field test by providing translated materials for the district's 1,000+ Spanish DLI students, ensuring equitable content without relying on inaccurate machine translations.
- E. Throughout this collaborative process, Portland Public School staff prioritized quantitative and qualitative stakeholder feedback, collecting surveys from 938 students in total—resulting in a 93% favorable sentiment rating among high school students and 84.2% among middle school students regarding keeping the curriculum. Engagement included direct meetings with the Student Action Committee, classroom visits, and targeted public review consisting of:
- a. Publicly noticed meetings of the Teaching, Learning, and Enrollment Committee, where formal public comments were accepted and reviewed.
  - b. Dedicated in-person community events and asynchronous digital reviews, allowing families to engage directly with resources, speak with vendor representatives, and collaboratively discuss curriculum limitations to ensure alignment with district equity standards.
- F. The Social Studies adoption committee has reviewed materials for grades 6-12 and completed an evaluation, resulting in a specific recommendation to the Superintendent to adopt TCi (6-8 and HS Economics), Cengage (Modern World History, US History, and Government), and The Cultural Landscape (AP Human Geography). This adoption directly supports Board Goal #3 (8th-grade proficiency) and Board Goal #4 (post-secondary indicators for underserved students) by fostering an asset-based identity for students of color and helping Multilingual Learners meet rigorous graduation requirements.
- G. The Teaching, Learning, and Enrollment Committee reviewed this recommendation, noting that deployment and vendor-led professional development focusing on inquiry-based simulations and digital literacy tools will begin in August 2026.

## **RESOLUTION**

1. The Board of Education accepts the Superintendent's recommendation to adopt and purchase the recommended 6-12 Social Studies instructional materials (TCi, Cengage, and The Cultural Landscape) for the 2026–2027 school year.

2. The Board of Education acknowledges that this comprehensive adoption streamlines lesson planning and preparation for educators, mitigates historical inconsistencies, and ensures district-wide continuity for students.
3. The Board further acknowledges that this purchase will be responsibly funded through a combination of the 2020 School Bond (covering physical and digital student/teacher materials) and General Funds (supporting ongoing professional development, pacing guides, and implementation resources).
4. The Board of Education emphasizes that student access to approved, high-quality instructional materials is a foundational pillar of our district strategy for systemic educational equity.
5. The Board of Education thanks the pilot teachers, specialists, the Student Action Committee, and community members for their intensive work and the time commitment it represents, and commends them for their service to the students of Portland Public Schools.



**DATE:** May 20, 2026

**TO:** School Board

**FROM:** Kristina Howard, Senior Chief; Filip Hristic, Senior Director for Secondary Academics; Anjene Bryant, Assistant Director for 6-8 ELA and Social Studies; Morgan Hallabrin, Assistant Director for 9-12 ELA and Social Studies

**SUBJECT:** 6-12 Social Studies Instructional Materials Adoption Recommendation

## **BACKGROUND**

The previous comprehensive 6-12 Social Studies adoption was completed nearly 20 years ago. A significant gap exists between our current resources and the updated Oregon State Standards, specifically regarding inquiry-based practices and the integration of diverse, non-dominant perspectives. This lack of alignment forces educators to spend an excessive amount of time sourcing supplemental materials, resulting in inconsistent instructional quality across the district. Providing updated, high-quality instructional materials is a necessary step to ensure all students have access to rigorous, grade-level social studies content.

## **BEST PRACTICES**

Best practices in social studies instruction are deeply rooted in the framework established by the **2024 Oregon Social Studies Standards**, which mandate a profound pedagogical shift away from traditional, teacher-centric lecture models toward active student inquiry.

- **The Inquiry Arc:** In alignment with these state standards, instruction must utilize the "Inquiry Arc." Rather than focusing on the rote memorization of historical facts, dates, and names, students learn to construct compelling questions, apply disciplinary concepts (such as history, civics, economics, and geography), evaluate primary and secondary sources, and communicate data-backed conclusions.
- **Inclusive Histories:** The 2024 standards explicitly integrate ethnic studies and inclusive histories across all grade bands. Best practices dictate that culturally responsive instruction must build upon the linguistic and cultural assets of our student body. This requires moving entirely away from monthly add-ons, instead utilizing a core curriculum that systematically centers the resilience, resistance, agency, and contemporary contributions of Black, Indigenous, Latine, Asian American, Pacific Islander, and LGBTQ+ communities.



- **Universal Design and Complex Texts:** To bridge the gap between high-level historical inquiry and variable student reading proficiency, best practices require materials designed around Universal Design for Learning (UDL). High-quality curricula must provide integrated literacy scaffolds, vocabulary tiering, and multimedia extensions. This ensures that Multilingual Learners and students receiving Special Education services can critically analyze complex, authentic texts alongside their peers, rather than being relegated to simplified or lower-cognitive-demand work.

## ANALYSIS OF SITUATION

Adopting a common 6-12 Social Studies curriculum provides a vertically articulated pathway from the Western/Eastern Hemispheres in middle school to Modern World History, US History, Government, and Economics in high school.

A central adoption reduces "instructional lift" for teachers and ensures that students experiencing learning interruptions or housing transitions encounter a familiar instructional scope regardless of which PPS school they attend. Furthermore, the field test revealed a critical need for human-translated materials for our 1,000+ Spanish Dual Language Immersion (DLI) students. By selecting vendors like TCi and Cengage, the district ensures that DLI students receive the same high-quality, rigorous content as their peers in English-only classrooms, rather than relying on inaccurate machine translations.

## FISCAL IMPACT

This purchase will be funded through a combination of General Funds and the 2020 School Bond. The bond will cover compensable instructional materials (physical and digital licenses), while General Funds will support professional development contracts and supplemental resources. By selecting vendors with robust built-in support, the district minimizes the future fiscal burden of teacher-led curriculum development.

## STAKEHOLDER ENGAGEMENT

The recommendation is the result of a comprehensive field-testing period spanning the 2025–2026 school year.

- **Teacher Participation:** This teacher-led, data-driven initiative involved approximately 40 educators from across six middle schools and nine high schools—including NAYA and specialists in Special Education and Dual Language Immersion (DLI). Starting in December 2025, the committee utilized the Instructional Resource Bias Evaluation tool to narrow five potential vendors down to those scoring highest in Social Justice and representation. For



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grades 6-8, the pilot resulted in 100% teacher approval for the final recommendations, with 55% indicating "Highly Recommend" and 45% indicating "Recommend with Reservations". For grades 9-12, the pilot resulted in an 84% teacher approval rating for the final recommendation. Cengage achieved 91% teacher validation for asset-based representation (94% for cultural traditions; 88% for visual representation). Throughout the spring of 2026, teachers conducted technical vetting for Canvas and Synergy compatibility and evaluated the "instructional lift" required to support diverse learners. Educators specifically noted that the literacy scaffolds—which received an 82% favorable rating in Modern World History and 72% in US History—directly support the district's goal of providing equitable access to complex texts.

- **Student Voice:** Feedback was collected from 938 total students, with 93% of high school students and 84.2% of middle school students providing favorable sentiment ratings regarding keeping the curriculum. Middle school data showed that 80.5% of students found the TCi materials to have a "Just Right" level of difficulty. Beyond quantitative surveys, the evaluation process prioritized deep qualitative data through a direct meeting with the Student Action Committee and a comprehensive analysis of student work produced during the pilot. Furthermore, evidence collected through classroom visits and a Community Action Project site visit ensured that student perspectives on representation, accessibility, and interest levels were central to the final selection.
- **Public Review:** Families and community members participated through in-person events and asynchronous digital review, ensuring broad access to the proposed materials. A dedicated community event allowed families to engage directly with the resources and speak with vendor representatives. In addition to survey feedback, the district facilitated targeted individual and group conversations with community members. The proposed instructional materials were formally presented and reviewed during a publicly noticed meeting of the Teaching, Learning, and Enrollment Committee, where formal public comments were accepted and reviewed. These collective public dialogues were essential for identifying perceived strengths and collaboratively discussing strategies to address curriculum limitations, ensuring the final selection aligned with district equity standards and community expectations.

## TIMELINE FOR IMPLEMENTATION / EVALUATION

Implementation begins in August 2026 with vendor-led professional development for the Social Studies department. Teachers will receive training focused on inquiry-based simulations and digital literacy tools. All student materials will be ready for classroom deployment by August 2026. Success will be monitored through curriculum-embedded formative assessments, teacher/student feedback surveys, and alignment with post-secondary success indicators.



**BOARD OPTIONS WITH ANALYSIS**

- **Recommendation:** Approve the adoption of TCi (6-8 and HS Economics), Cengage (Modern World History, US History/Government), and *The Cultural Landscape* (AP Human Geography). This action immediately aligns the district with Oregon's state standards and provides high-quality, legally compliant DLI support.
- **Alternative:** If not approved, the district will continue to utilize unaligned, outdated resources. Restarting the adoption cycle would delay standards-aligned instruction by 12 to 18 months and prolong the inequitable burden on teachers to create their own instructional materials.

**CONNECTION TO BOARD GOALS**

This adoption directly supports Board Goal #3 (8th-grade proficiency) and Board Goal #4 (post-secondary indicators for underserved students). By providing materials that highlight the resistance and resilience of marginalized groups, we foster an asset-based identity for our students of color. High-quality literacy scaffolds ensure that Multilingual Learners can meet rigorous graduation requirements, preparing them for post-secondary college and career success.

**STAFF RECOMMENDATION**

Approve the purchase and implementation of the recommended 6-12 Social Studies instructional materials for the 2026–2027 school year to close the achievement gap and provide equitable access to inquiry-based learning.

*As a member of the PPS Executive Leadership Team, I have reviewed this staff report.*

\_\_\_KH\_\_\_ (Initials)

**ATTACHMENTS**

- A.  Social Studies Instructional Resource Recommendation Presentation



PORTLAND  
Public Schools

# 6-12 Social Studies Instructional Resources Recommendation

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5.14.26



# Learning Targets and Success Criteria

**I am learning** about the 2025-2032 Social Studies instructional resource recommendation process and the subsequent implementation plan for grades 6-12.

**I can** explain how the recommendations for the adopted curriculum were determined in alignment with ODE guidance and PPS board policy.



# AGENDA

**1 Welcome**

**2 Background and Scope**

**3 Selection and Implementation Timeline**

**4 Recommendation**



PORTLAND  

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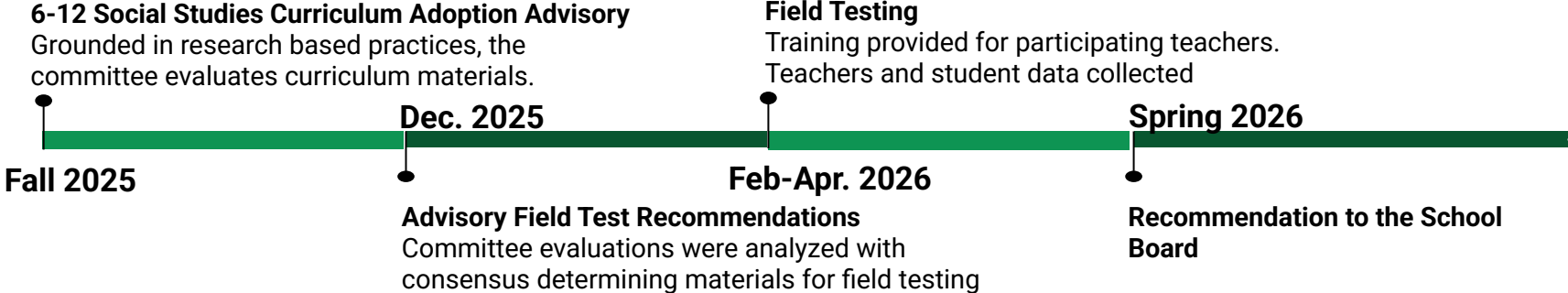
Public Schools

# Background & Purpose

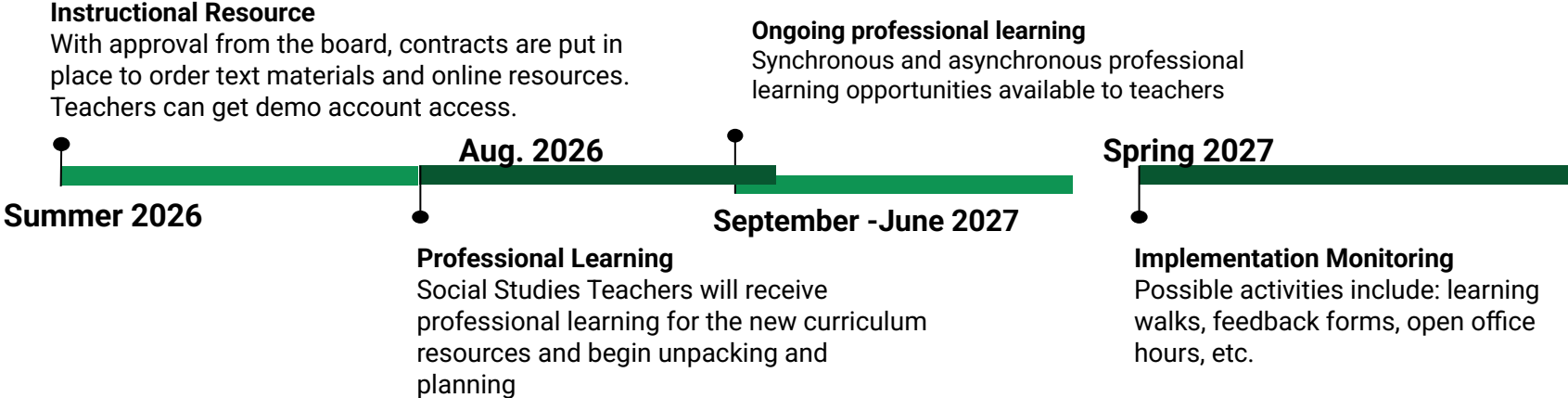
- 1 Oregon requires school districts to adopt high-quality, research-based materials for instruction.
- 2 PPS is complying with state requirements for Social Studies adoption for 2025-2032.
- 3 Process was conducted in [alignment](#) with the [Instructional Materials Selection Board Policy](#).
- 4 Common instructional materials support our commitment to educational equity by ensuring rigorous, engaging, and culturally relevant teaching and learning for every student, in every classroom.



# Selection Timeline



# Implementation Timeline



# Committee and Curriculum Scope

**6-8**

6th Grade: Ancient World  
7th Grade: Medieval World  
8th Grade: US History

**Participating Middle Schools:**

Beaumont MS  
Jackson MS MS  
Kellogg MS  
Ockley Green MS  
Roseway Heights  
West Sylvan MS

**9-12**

Modern World History, US History,  
Government/Economics

**Participating High Schools:**

Jefferson High School  
NAYA  
Roosevelt High School  
McDaniel High School  
Ida B Wells High School  
Grant High School  
Franklin High School  
Cleveland High School  
Lincoln High School

# 6-12 Stakeholder Engagement

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## Teacher Participation

- ~40 teachers from across the district, including 9 high schools and 6 middle schools
- Included educators with varied expertise
- Engaged in vendor-led professional learning prior to field testing
- Participated in field testing, curricular reviews, and surveys

## Student Participation

- ~950 students participated across grades 6–12
- Included in-class observations and Student Action Committee discussions
- Provided feedback and student
- Analyzed work student samples

## Community Engagement

- In-person event for material review, vendor engagement, and feedback
- Asynchronous access for deeper review of materials.
- Individual and group conversations to discuss strengths and how to address limitations.

# 6-8 Recommendation - TCi

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## Data Highlights:

- 85% favorable student rating
- 55% of teachers in Strong Favor; 45% of Teachers in Favor with Recommendations; 0% Not in Favor
- 80.5% favorable “just right” difficulty rating

## Curriculum Highlights:

- **Active Inquiry:** From memorization to activities and investigations.
- **Universal Design:** Features full Spanish language support.
- **Instructional Efficiency:** An intuitive digital interface with teacher resources



# 9-12 Recommendation - Cengage, TCI

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## Data Highlights:

- 93% students provided a favorable rating
- 81.8% of MWH students and 71.5% of US History favored Cengage literacy resources
- 100% of teachers favored Cengage asset-based perspective of non-dominant populations.

## Curriculum Highlights:

- **National Geographic** - Cengage provides inviting visuals and diverse representation
- **Student Engagement** - TCI offers engaging simulations for Economics courses
- **Scaffolds and Extensions** - Selected materials include robust literacy support





# Closing + Feedback + Questions

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*Together, We Rise*

# Instructional Resource Decision

<b>Adoption:</b>	9-12 Social Studies Adoption
<b>Adoption Lead:</b>	Morgan Hallabrin
<b>Date:</b>	4.23.26
<b>Proposed Decision:</b>	Cengage, TCI, <i>The Cultural Landscape</i> ,

## Why was the decision made?

Based on the evaluation data, Cengage is the recommended choice for Modern World History, US History, and Government because it provides sufficient background information and highlights diverse views.

Based on the evaluation data, TCI is the recommended choice for Economics because TCI was noted for its digital accessibility and specific inquiry-based lessons

Based on the evaluation data, Rubenstein’s *The Cultural Landscape* due to it’s highly regarded for its inquiry-driven structure and visual aids.

Why?

Based on the gaps in *The Cultural Landscape*, we are recommending each AP Human Geo teacher have 6-10 CIA World Factbooks for class use.

## RESJ Lens

Cengage was selected for Modern World History, US History, and Government because it provided sufficient background information and - according to survey data - highlights diverse views.

TCI was selected for Economics because of its accessibility and opportunities for students to engage in inquiry.

Rubenstein’s *The Cultural Landscape* fosters empathy by highlighting actions of resistance and resilience among marginalized communities.

## How was the decision made to adopt .....?

How?

The selection was the result of a rigorous, data-driven field-testing period.

- Educators utilized the materials in real-time classroom settings.
- Data was collected through pre-pilot, during-pilot, and post-pilot surveys from both teachers and students.

# Instructional Resource Decision

- To ensure the curriculum serves all students, the pilot included a cross-section of schools representing various student experiences including Multilingual Learners and students receiving special education services.

## RESJ Lens

PPS High Schools were represented across grade levels and programs capturing educator experience with Multilingual Learners and students receiving special education services.

## Who was involved in making the decision?

The decision-making process was inclusive and collaborative.

- Teachers from across the district provided feedback through the PPS Bias and Social Justice surveys.
- Student participation and feedback were recorded through surveys and informal interviews.
- Community feedback was recorded.
- Educators with experience teaching Multilingual Learners, students receiving special education services, and educator voices from community programs were included to ensure the curriculum met the needs of every learner in the PPS community.

Who?

## RESJ Lens

PPS High Schools were represented across grade levels and programs capturing educator experience with Multilingual Learners and students receiving special education services. Students from community programs participated in field testing as well.

What formative assessments are provided with the instructional resources?

Curriculum-embedded assessments

What language(s) are the instructional resources provided in, by the vendor?

Cengage School Explore has translation built into all reading activities where text can be highlighted, translated, and read aloud currently in 35 languages. These include:

# Instructional Resource Decision

- Afrikaans
- Arabic
- Chinese (Mandarin)
- Danish
- Dutch
- English
- Finnish
- French (France)
- German
- Greek
- Hebrew
- Hindi
  
- Hungarian
- Indonesian
- Italian
- Japanese
- Korean
- Latvian
- Norwegian (Bokmål)
- Polish
- Portuguese (Brazil)
- Portuguese (Portugal)
- Romanian
  
- Russian
- Sepedi/Northern Sotho (Sesotho)
- Spanish
- Swedish
- Thai
- Tsonga (Xitsonga)
- Tswana (Setswana)
- Turkish
- Ukrainian
- Vietnamese
- Xhosa (isiXhosa)
- Zulu (isiZulu)

Note: Haitian-Creole to be added by BTS 26.

TCi supports English, Spanish in print and online they have the ability to translate the

# Instructional Resource Decision

text into 105 languages.

## What is the ranking of these instructional resources on EdReports?

EdReports does not currently rank Social Studies curricula. Instead, ODE ranks curriculum as meeting and not meeting the state rubric. And, a designation of meeting with an asterisk means the curriculum is exemplary. For AP Human Geography’s text *The Cultural Landscape*, College Board releases a list of approved texts for AP Human Geography and *The Cultural Landscape*, was on the approved list.

**Overall Score:** Cengage for Modern World History, US History, and Government received an exemplary designation (indicated by an asterisk on the state adoption list). TCI for Economics received an exemplary designation (indicated by an asterisk on the state adoption list). *The Cultural Landscape* was on the College Board approved list.

**Criterion Performance:** To earn "Exemplary" in Oregon, a program must score 80% or higher across all evaluation categories with no zeros in any individual criterion.

### Supporting Documentation:

- HS Social Studies Recommendation Meeting | April 15, 2026
- 12/9/25 HS Social Studies Steering Committee Meeting Agenda
- PPS Representation/Social Justice Survey| Directions for accessing and assessing the curr...
- [Teacher Survey](#)
- [Student Survey](#)
- 9-12 Social Studies Fieldtest Analysis Report (Teacher Post-Pilot)

### Approval:

Kristina Howard, Interim CAO	Filip Hristic, Senior Director
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# Instructional Resource Decision

<b>Adoption:</b>	6-8 Social Studies
<b>Adoption Lead:</b>	Anjene Bryant
<b>Date:</b>	4/23/26
<b>Proposed Decision:</b>	TCi

## Why was the decision made?

Why?

Based on teacher evaluation data, TCi is the recommended choice for the 6-8 Social Studies adoption, as metrics consistently favored its engagement and usability.

- Lessons were designed to be interactive and immersive, fostering higher levels of classroom participation.
- Teachers reported that the platform and materials were more intuitive and easier to implement than those from McGraw Hill.
- TCi provided superior Spanish language resources, which is vital for the success of Dual Language Immersion (DLI) programs.

## RESJ Lens

TCi was selected because its curriculum effectively represents diverse voices without centering the historical pain of marginalized communities. Instead, the materials empower students to analyze broader historical contexts and engage deeply with perspectives different from their own.

## How was the decision made to adopt TCi?

How?

The selection was the result of a rigorous, data-driven field-testing period.

- Educators utilized the materials in real-time classroom settings.
- Data was collected through pre-pilot, during-pilot, and post-pilot surveys from both teachers and students.
- To ensure the curriculum serves all students, the pilot included a cross-section of schools representing various programs, including Special Education and Dual Language.

## RESJ Lens

# Instructional Resource Decision

A cross-section of PPS middle schools were represented across grade levels and programs capturing educator experience with dual language and Special Education.

## Who was involved in making the decision?

The decision-making process was inclusive and collaborative, ensuring that those closest to the instruction had the loudest voice.

- Teachers from across the district provided the primary evaluation metrics.
- Student participation and feedback were integral to measuring the "Engagement" metric.
- Educators with expertise in Special Education and DLI were intentionally included to ensure the curriculum met the needs of every learner in the PPS community.

Who?

## RESJ Lens

A cross-section of PPS schools were represented across grade levels and programs capturing educator experience with dual language and Special Education.

What formative assessments are provided with the instructional resources?

Curriculum-embedded assessments

What language(s) are the instructional resources provided in, by the vendor?

English, Spanish and Haitian Creole, Mandarin, Russian and Ukrainian are supported.

What is the ranking of these instructional resources on EdReports?

EdReports does not currently rank Social Studies curricula. Therefore, there is no "green" or "red" ranking for TCI's flagship social studies programs on the platform.

**Overall Score:** TCI received an "Exemplary" designation (indicated by an asterisk on the state adoption list).

**Criterion Performance:** To earn "Exemplary" in Oregon, a program must score 80% or higher across all evaluation categories with no zeros in any individual criterion.

# Instructional Resource Decision

**Supporting Documentation:**

- ☰ **SS Adoption Recruitment Statement**
- ☰ **AIR Committee Mtng 1/22/26** , ☰ **Adoption Team Meeting Agenda 4/22/26**
- ☰ **6-8 Social Studies Fieldtest Analysis Report (Accurate Data)**
- ☰ **6-8 Social Studies Student/Teacher Fieldtest Survey**
- ☰ **PPS 6-8 Social Studies Adoption, 25-26**

**Approval:**

<b>Kristina Howard, Interim CAO</b>	<b>Filip Hristic, Senior Director</b>

**RESOLUTION No. 7314**

Resolution to Adopt Revised Policies:

- I. 1.70.020-P - Policies and Administrative Directives
- II. 7.00.000-P - Community Policies
- III. 7.10.010-P School-Site Councils
- IV. 7.10.020-P Districtwide Advocacy and Fundraising
- V. 7.10.030-P District Foundation
- VI. 7.20.020-P Volunteers

**RECITALS**

- A. On March 30, 2026 and April 27, 2026, the Board Policy Committee reviewed and considered proposed revisions of:
  - I. 1.70.020-P - Policies and Administrative Directives
  - II. 7.00.000-P - Community Policies
  - III. 7.10.010-P School-Site Councils
  - IV. 7.10.020-P Districtwide Advocacy and Fundraising
  - V. 7.10.030-P District Foundation
  - VI. 7.20.020-P Volunteers
- B. On May 12, 2026, the Board presented the first reading of the revisions to each of those policies.
- C. Pursuant to District policy, the public comment was open for at least 21 days, and there was no public comment received during the comment period.

**RESOLUTION**

The Board hereby adopts the revised policies:

- I. 1.70.020-P - Policies and Administrative Directives
- II. 7.00.000-P - Community Policies
- III. 7.10.010-P School-Site Councils
- IV. 7.10.020-P Districtwide Advocacy and Fundraising
- V. 7.10.030-P District Foundation
- VI. 7.20.020-P Volunteers

and instructs the Superintendent to amend any relevant administrative directives to conform to these adopted policies.



**Date:** April 30, 2026

**To:** School Board

**From:** Emily Courtnage, Senior Legal Counsel  
Sharon Toncray, Chief Legal Officer

**CC:** Kimberlee Armstrong, Superintendent

**Subject:** Revisions to Section 7.00.000 Policies

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Attached is a staff memo to the Policy Committee, dated February 19, 2026, describing proposed updates to the Section 7.00.000 policies, including four revisions and two rescissions. The Policy Committee reviewed and discussed the proposed changes on March 30 and April 27, 2026. In the course of their review, Committee members asked staff to make the following additional changes, which are incorporated in the redlines presented to the Board:

1. Add language to 1.70.020-P (Policies and Administrative Directives) confirming that “will” and “shall” are intended to express the same meaning – i.e., that the action is going to or must occur – for presentation and approval at the same time as the 7.00.000 policies. (The 7.00.000 policy redlines replace all instances of “shall” with “will,” among other language updates.) See section VIII.
2. Add language in 7.10.010-P (School Site Councils) reflecting the Board’s encouragement of inclusion of students as members in Site Councils. See section II.C.5.
3. Add language in 7.10.030-P (District Foundation) to require annual reporting to the Board on Foundation-funded projects. See section II.E. Also correct a typo in the Internal Revenue Code citation. See section II.B.
4. Re-insert language in 7.20.020-P (Volunteers) regarding PPS’s requirement that all volunteers submit a volunteer application and undergo a background check before providing volunteer services. See section V.



**Date:** February 19, 2026

**To:** Policy Committee

**From:** Emily Courtnage, Senior Legal Counsel  
Sharon Toncray, Chief Legal Officer

**CC:** Kimberlee Armstrong, Superintendent

**Subject:** Proposed Revisions to Section 7.00.000 Policies (Community)

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Staff recommend reviewing, revising, and rescinding the Section 7 policies relating to community involvement in schools as shown in the attached redlines and summarized below. Some of the Section 7 policies have not been revised since 2002 or 2007 and require rescission or substantial updates to align with current practice. Other more recent policies require only minor updates including reformatting and non-substantive language and grammar adjustments.

In reviewing and suggesting changes to the Section 7 policies, we relied in part on review of related Beaverton School District (BSD) and Oregon School Boards Association (OSBA) policies. (Beaverton SD adopts Oregon School Boards Association (OSBA) model policies, typically without revision.) In some cases, staff recommend borrowing or adapting language from BSD/OSBA to improve our policies or add important detail. Where applicable, we have attached the relevant policies to each redline for the Board's review.

Staff recommend applying the following non-substantive formatting and language updates to all Section 7 policies:

- Apply consistent template, heading, margins, spacing, font, etc., based on an updated template developed by the Board Office
- Apply consistent capitalization to Superintendent, Board, etc.
- Correct typos
- Update language: Replace all instances of "District" with "PPS" and "shall" with "will"; change "she/he" to "they" or "his/her" to "their"

These non-substantive changes have been incorporated in the attached redlines. (However, in order to render the redlined policies more readily readable with a focus on substantive changes, staff did not redline the format or numbering adjustments.)

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<b>Policy</b>	<b>Title</b>	<b>Date of Last Revision</b>	<b>Proposed Action</b>	<b>Summary of Changes</b>
7.10.010-P	School Site Councils	7/2022	Revise	Non-substantive updates and deletion of redundant language
7.10.020-P	Districtwide Advocacy and Fundraising	5/2024	Revise	Non-substantive updates and deletion of obsolete language related to 2023-24 and 2024-25 school years
7.10.030-P	District Foundation	9/2002	Revise	Update with language adapted from OSBA policy, inclusion of purpose statement, and reference to Operating Agreement and Articles of Incorporation
7.10.040-P	Parental and Family Involvement in Support of Academic Achievement	4/2007	<b>Rescind</b>	(out of date; references rescinded or replaced policies; subject matter covered in 7.10.010-P (School-Site Councils) and 7.20.020-P (Volunteers))
7.20.020-P	Volunteers	9/2002	Revise	Substantial update with language adapted from BSD/OSBA policy
7.20.040-P	Citizen-Community Sponsored Contests	9/2002	<b>Rescind</b>	(out of date; purpose unclear; unnecessary)



## Board Policy

1.70.020-P

# Policies and Administrative Directives

### I. Roles and Responsibilities

- A. It is the responsibility of the Portland Public School Board of Education (Board) to develop, evaluate, and adopt policies for the governance of the District.
- B. It is the responsibility of the superintendent to initiate and direct the development of administrative directives, which implement board-adopted policy.
- C. Policies and administrative directives are intended both as tools for District management and as sources of information for students, parents/guardians, staff, and other community members about how the District operates and the District's values.
- D. The superintendent shall ensure that policies and administrative directives are available on the Portland Public School website as soon as practicable following their adoption and share them with staff and community as they are relevant.

### II. Purpose of Board Policies

A Board policy represents a formal, written statement that creates a framework for:

- A. Regulating Board or District business;
- B. Establishing educational, operational, and other expectations for the District's staff and students;
- C. Guiding the actions of those to whom the Board delegates authority and responsibility; and
- D. Ensuring compliance with state and federal law.

### III. Definitions

As used in the District policies and administrative directives:

- A. Administrative Directive or Directive means a statement of actions adopted by the superintendent that implements Board policy.
- B. Policy means a statement of general governing principles adopted by the Board.

### IV. Policy Development

- A. A proposal for a new policy or a change in existing policy may be made by:
  - i. A Board member;
  - ii. Superintendent;

- iii. A District employee;
- iv. A parent or guardian of a student;
- v. A student;
- vi. A District volunteer;
- vii. A committee appointed by the Board of Superintendent; or
- viii. A community member who is also a resident of the District.

B. When a proposal for a new policy or change in existing policy is received by the Board or Board committee(s) responsible for policy development, the Board committee may take the following action(s) or may request that the superintendent:

- i. Collect additional information concerning the policy proposal, including a staff evaluation of options and recommended action;
- ii. Appoint an advisory committee soliciting the views of persons representing the interests of those likely to be affected by the proposed policy or use other appropriate methods to obtain public views, especially from families and community members who have been and are underrepresented in district policymaking, to assist the Board in this policy development process;
- iii. Seek appropriate legal and other advice as necessary to ensure that the policy proposal, if adopted, will be in compliance with applicable law; and/or,
- iv. Take no further action on the policy proposal.

## **V. Policy Adoption**

A. When a Board committee recommends a policy for adoption by the Board, the Board may elect to schedule the policy for a first and second reading at a regularly scheduled Board meeting, except as otherwise provided in this policy.

- i. The first reading of a proposed policy shall include:
  - a. A summary of the content of the proposed policy or amendments;
  - b. Posting on the PPS website of the proposed language if new, or redlined version if a revision; and
  - c. A stated opportunity for the public to submit comments on the proposed policy, with a deadline date for submission of such comments.
- ii. The second reading of a proposed policy shall not occur until there has been at least 21 (twenty-one) days allowed for public comment, following the first reading.
- iii. If the language of the proposed policy has changed substantially, as

determined by the Board, since the first reading, the revised proposed policy shall be set for an additional first reading to allow for public input on the changes.

- iv. At the time of the second reading the Board may take the following actions:
  - a. Approve the policy proposal as presented;
  - b. Modify the policy proposal and approve it as modified;
  - c. Schedule the policy proposal for an additional first reading;
  - d. Defer the policy proposal for further discussion or action; or
  - e. Reject the policy proposal.

#### B. Exceptions

- i. Corrections or revisions that do not substantially change a policy may be adopted without a recommendation of a board committee; but such changes shall have a First and Second Reading.
- ii. In the event of an emergency necessitating urgent action on a policy proposal, the Board may adopt the same at a lawfully called meeting of the Board. If the Board takes such action, the Board shall state and enter into the record the nature of the emergency and the basis for its determination that urgent action was necessary.

### **VI. Date Policies Become Effective**

A new or revised policy shall become effective upon adoption of the Board, unless the Board otherwise specifies a different effective date in the policy.

### **VII. Review of Policies**

- A. The Superintendent of designed shall advise the Board when they believe an existing policy needs to be reviewed for potential repeal, revision, or replacement. Such necessity may occur when:
  - i. Practice is not in compliance with the policy and the practice differs to such an extent that a review of existing policy is warranted;
  - ii. A policy proposal revision is received by the superintendent;
  - iii. State or federal law has changed in such a manner as to require review or modification of existing policy; or
  - iv. A policy is not aligned with professional practices, district values or is ineffective.
- B. The Board of Board committee shall strive to review all policies at least once every four (4) years, with at least one to two sections reviewed annually, in order to ensure

policies are current, relevant, in compliance with the law and are consistent with each other and the District-approved mission, vision, and goals. If needed, appropriate policy proposal revisions shall be submitted for consideration.

### **VIII. Policy Interpretation**

Both “will” and “shall” are intended to express the Board’s expectation that an action is going to or must occur. A change in usage from “shall” to “will” or vice versa is not intended to change the meaning.

### **IX. Administrative Directives**

- A. Administrative Directives are issued or modified by the Superintendent and do not need to be approved by the Board prior to their issuance.
- B. Administrative Directives shall be consistent with Board policies.
- C. The superintendent or designee shall notify Board members that a new or revised Administrative Directive has been issued. New Administrative Directives that impact staff or community should be shared with impacted parties when they are issued.

### **X. Administration in Absence of Policy or Administrative Directive**

The Superintendent and other District staff members to whom administrative or supervisory authority has been delegated are authorized to use their professional judgment in the absence of a specific policy or administrative directive governing proper action to take, provided that such action shall not be in conflict with well recognized professional, educational, and ethical practices; the spirit and intent of existing District policy; the general values and objectives of the District; or any local, state, or national law.

Legal references: ORS 332.107

History: Adopted 6/1971; Amended 12/1983; 11/2021; \_\_\_/2026.



## School Site Councils

### I. Statement of Purpose

Schools play a critical role in preparing students to thrive in and improve the world, and we serve students best when we work in collaboration with parents and community partners.

The Board encourages and supports the development of innovative strategies and program designs that target the unique needs of students in each school community and that can be used in other school communities. Through the collaborative efforts of teachers, classified employees, principals, family members, students, and community members, schools benefit from broad school-based participation in planning for school improvement.

### II. School Site Councils

A. The purpose of 21st Century Schools Councils (Site Councils) is to increase student achievement. In compliance with the Oregon Educational Act for the 21st Century, each school will have a Site Council.

B. The duties of each Site Council will include:

- i. The improvement of the school's instructional program;
- ii. The development of plans to improve the professional growth of the school's staff;
- iii. The development and coordination of plans for the implementation of programs covered under the Oregon Educational Act for the 21st Century at the school site;
- iv. The administration of grants-in-aid for the professional development of teachers and classified PPS employees; and
- v. Fostering family involvement in the schools.

C. Unless the Board determines a different composition is needed at a particular school, each Site Council will be comprised of the following members:

- i. Not more than half of the members will be licensed educators who have been elected by the licensed educators teaching at the school;
- ii. Not more than half of the members will be parents of students attending that school who have been selected by the parents of students attending that school;
- iii. At least one member will be a classified employee elected by the classified employees at that school; and

- iv. One member will be the building principal or the principal's designee.
- v. PPS may designate other types of members that may include students, business leaders, or members of the community at large (individuals are selected by the Site Council). The Board encourages the inclusion of students as members of Site Councils to promote meaningful student participation and representation.

D. To accomplish these duties, each Site Council will:

- i. Assist in developing and implementing a process for preparing an annual school improvement plan. The plan should focus on how the school will assist students to achieve the standards established by the state and PPS;
- ii. Create meaningful opportunities annually for school community members to share perspectives and feedback about the school program;
- iii. Prioritize student performance goals in accordance with PPS goals and state standards, including those contained in the Oregon Educational Act for the 21st Century;
- iv. Develop plans to reach student performance goals utilizing current educational research, professional development of staff focused on research-based effective instructional practices and staff and community input; and
- v. Develop and utilize a communication plan for involving the community in planning for school improvement and for informing the community about the plan and its progress.

E. Each member of the Site Council at the local school site has responsibility to:

- vi. Commit to a process of collaboration to support school improvement and increase student achievement;
- vii. Learn about the school's instructional program, its curriculum goals and mission, the teaching strategies being used, student achievement test data and issues unique to the local school;
- viii. Learn about the Board goals for PPS and its expectations for staff and students, as well as the expectations contained in the Oregon Educational Act for the 21st Century;
- ix. Ensure good communication among all participants in the school; and
- x. Invite and incorporate a variety of diverse viewpoints and prioritize racial equity and social justice in decision making.

## **II. Site Council Meetings**

Site Council meetings are open and public meetings and subject to Oregon's Public Meetings Law guidelines.

Legal References: ORS 192.660 - 192.690; OAR 581-020- 0105; OAR 581-020-0115;  
OAR 581-020-0130; ORS 329.125; ORS 342.608; ORS 329.675 - 329.745; ORS  
332.105; ORS 332.107; ORS 332.172

History: Adpt 6/71; Amd 6/28/71; Amd 7/12/71; Amd 6/26/72; Amd 11/6/73; Amd2/25/74; Amd  
2/25/75; Amd 10/24/76; Amd 11/8/76; Amd 2/12/79; Amd 6/25/79; Replaced 8/11/83; Replaced  
5/9/85; Amd 11/6/89; Amd 12/10/90; Amd 11/8/93; Amd 9/9/02; BA 2422; Amd 7/2022



## Board Policy

7.10.010-P

### School Site Councils

#### I. Statement of Purpose

Schools play a critical role in preparing students to thrive in and improve the world, and we serve students best when we work in collaboration with parents and community partners.

The Board encourages and supports the development of innovative strategies and program designs that target the unique needs of students in each school community and that can be used in other school communities. Through the collaborative efforts of teachers, classified employees, principals, family members, students, and community members, schools benefit from broad school-based participation in planning for school improvement.

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- B. The duties of each Site Council will include:
  - i. The improvement of the school's instructional program;
  - ii. The development of plans to improve the professional growth of the school's staff;
  - iii. The development and coordination of plans for the implementation of programs covered under the Oregon Educational Act for the 21st Century at the school site;
  - iv. The administration of grants-in-aid for the professional development of teachers and classified PPS employees; and
  - v. Fostering family involvement in the schools.
- C. Unless the Board determines a different composition is needed at a particular school, each Site Council will be comprised of the following members:
  - i. Not more than half of the members will be licensed educators who have been elected by the licensed educators teaching at the school;
  - ii. Not more than half of the members will be parents of students attending that school who have been selected by the parents of students attending that school;
  - iii. At least one member will be a classified employee elected by the classified employees at that school; and

- iv. One member will be the building principal or the principal's designee.
- v. PPS may designate other types of members that may include students, business leaders, or members of the community at large (individuals are selected by the Site Council). The Board encourages the inclusion of students as members of Site Councils to promote meaningful student participation and representation.

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- i. Assist in developing and implementing a process for preparing an annual school improvement plan. The plan should focus on how the school will assist students to achieve the standards established by the state and PPS;
- ii. Create meaningful opportunities annually for school community members to share perspectives and feedback about the school program;
- iii. Prioritize student performance goals in accordance with PPS goals and state standards, including those contained in the Oregon Educational Act for the 21st Century;
- iv. Develop plans to reach student performance goals utilizing current educational research, professional development of staff focused on research-based effective instructional practices and staff and community input; and
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- vii. Learn about the school's instructional program, its curriculum goals and mission, the teaching strategies being used, student achievement test data and issues unique to the local school;
- viii. Learn about the Board goals for PPS and its expectations for staff and students, as well as the expectations contained in the Oregon Educational Act for the 21st Century;
- ix. Ensure good communication among all participants in the school; and
- x. Invite and incorporate a variety of diverse viewpoints and prioritize racial equity and social justice in decision making.

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332.105; ORS 332.107; ORS 332.172

History: Adpt 6/71; Amd 6/28/71; Amd 7/12/71; Amd 6/26/72; Amd 11/6/73; Amd2/25/74; Amd  
2/25/75; Amd 10/24/76; Amd 11/8/76; Amd 2/12/79; Amd 6/25/79; Replaced 8/11/83; Replaced  
5/9/85; Amd 11/6/89; Amd 12/10/90; Amd 11/8/93; Amd 9/9/02; BA 2422; Amd 7/2022



## Districtwide Advocacy and Fundraising

Parent and community-based organizations and individuals make important contributions to support PPS school communities and programs, as well as students and staff. Elements of that support include advocacy in support of PPS schools and fundraising to pay for a wide variety of activities and projects. This policy is designed to foster a spirit of community and shared purpose and facilitate collective impact on behalf of PPS students. Given our common mission and vision, PPS encourages parents and community groups to advocate, fundraise and support improving the educational experience districtwide in alignment with our racial equity and social justice values.

### **I. Local School Foundations and school or program fundraising:**

An inclusive districtwide foundation, designated by the Board, will serve as the districtwide advocacy and fundraising entity and serve as the fiscal agent for the Local School Foundations (LSFs).

### **II. Fundraising for Staff and Contracted Staff:**

Effective July 1, 2024, donations for staff positions may be collected only by the designated districtwide foundation in a single, combined fund account. Donations will be accepted from Local School Foundations, Independent School Foundations, nonprofits, corporations/businesses and individuals. A formula for the distribution of any funding to individual schools will be developed in advance of the school year by a Parent Advisory Committee, shared with school administrators for feedback, and a recommendation made to the Board for its approval.

### **III. Registration and Reporting**

All groups affiliated with PPS and individual schools or programs that fundraise \$20,000 or more in aggregated funds in a school year for PPS school-related activities are encouraged to register with PPS by September 30 in the following school year, sharing their officer names and contact information.

The Board of Education will receive annually a report at the end of PPS's fiscal year sharing the districtwide foundation's donations, expenditures, and major projects.

### **IV. Other Requirements**

Entities that fundraise to support individual schools will:

- A. Provide ways for all members from the benefitting school or program who wish to participate in a fundraising event or activity to have an avenue to participate.
- B. Not communicate, share, or maintain expected per-family or per-student fundraising targets.
- C. Include and inform the broader school community about fundraising decision-making processes, especially including families whom the educational equity programs are meant to benefit.
- D. Adhere to PPS policies, administrative directives, and other PPS requirements.

### **V. Other Provisions**

For purposes of this policy, Staff and Contracted Staff includes all manner of contracted positions if the position compensation exceeds \$15,000 in a school year.

The designated districtwide foundation will have a Board of Directors of sufficient size given PPS's enrollment, and members should have diverse experience to support the activities of the foundation.

History: Adopted 6/71; Amended 9/9/02; BA 2422; Amd 5/2024



## District Foundation

### I. Purpose

Portland Public Schools and its students have been generously supported by PPS families and the community. A District Foundation provides a formal structure for raising, receiving, and administering family and community donations to PPS for special and general purposes. The primary purpose of a District Foundation is to raise and distribute funds for additional supports and services that will advance the mission, vision, and strategic plan for PPS.

### II. The District Foundation

- A. The Board authorized the establishment of a District Foundation (“the Foundation”).
- B. The Foundation is and will remain incorporated under Oregon Revised Statutes and registered as a tax-exempt corporation under Section 501 of the Internal Revenue Service Code.
- C. The Foundation will be governed by a board of directors whose selection, membership, and functions will be set forth in the Foundation’s by-laws
- D. The Foundation is and will remain independent from PPS. The nature of the partnership between PPS and the Foundation will be defined by the Operating Agreement. The Operating Agreement will describe the responsibilities and expectations of the Foundation and PPS.
- E. The Superintendent will present to the Board an annual report and evaluation of Foundation-funded supports and services.
- F. Upon dissolution or withdrawal of recognition of the Foundation, the Foundation’s net assets will be distributed pursuant to its Articles of Incorporation.

History: Amd 9/9/02;



## Volunteers

- I. The Board recognizes that families and community members volunteering their services in PPS schools can provide valuable assistance to the instructional program, to school staff and to the educational enrichment opportunities available to PPS students. The Board actively encourages volunteer participation in PPS schools and specialized educational programs. Every effort should be made to recruit and organize family and community volunteer resources in a manner which will ensure maximum contribution to the welfare and educational growth of students, improvement of school programs, and to increased school-community involvement and communication.
- II. The safety of students is paramount. Volunteers will operate under the direction of a staff member, within an open public space, and should be within sight or sound of a staff member while working with students. Volunteers must never be asked to supervise or manage a classroom.
- III. Volunteers are subject to PPS policies and administrative directives, including but not limited to:
  - A. 5.10-064-P (Professional Conduct Between Adults and Students)
  - B. 5.10.140-P (Fingerprinting and Criminal History Verification)
  - C. 7.40.101-AD (Anti-Harassment – Community/Business)
  - D. 3.20.031-AD (Secured Schools)
- IV. PPS reserves the right to place and remove volunteers from service in PPS schools.
- V. All volunteers will complete a Volunteer Application, which includes a Volunteer Background Check, prior to rendering volunteer services.

Legal References: ORS 326.607

History: Adpt 6/71; Amd 3/26/90; Amd 9/9/02;

**RESOLUTION No. 7315**

Resolution to Rescind Board Policies

- i. 7.10.040-P Parental and Family Involvement in Support of Academic Achievement
- ii. 7.20.040-P Citizen-Community Sponsored Contests

**RECITALS**

- A. On March 30, 2026 and April 27, 2026, the Board of Education's Policy Committee reviewed and considered the necessity and relevance of:
  - i. 7.10.040-P Parental and Family Involvement in Support of Academic Achievement
  - ii. 7.20.040-P Citizen-Community Sponsored Contests
  
- B. On May 12, 2026, the Board presented the first reading of each of those policies for rescission.
  
- C. The public comment period was open for at least 21 days for each of the policies, and no public comments were received.

**RESOLUTION**

The Board hereby rescinds each of the following policies:

- i. 7.10.040-P Parental and Family Involvement in Support of Academic Achievement
- ii. 7.20.040-P Citizen-Community Sponsored Contests

and instructs the Superintendent to rescind and/or revise any administrative directives that are no longer accurate or relevant as a result of rescinding these policies.

## 7.10.040-P Parental and Family Involvement in Support of Academic Achievement

### I. Introduction.

- (1) It is the policy (7.10.010-P) of the Portland Public School Board of Education to encourage and support family and community involvement in education, at home, in our schools and communities, and through school/parent groups. The Board respects families as important decision-makers for their children's education.
- (2) The Board believes that parental engagement is critical to the success of each student. In the pursuit of this goal, the Board is committed to ensure that Portland Public Schools develop and implement practices and procedures that are broadly inclusive and that provide opportunities for all parents and families to become involved in their students' education regardless of economic, social or cultural circumstances.
- (3) The Board expects the District to establish a culture of best practices for parental and family involvement in support of academic achievement for all students.

### II. The Superintendent shall oversee the implementation of this policy.

- (1) The Superintendent shall develop administrative directives, make program changes, if necessary, and integrate staff and program resources to support the implementation of this policy, consistent with relevant federal, State and local programs and requirements.
- (2) Implementation of this policy shall be consistent with existing policies on citizen and parent group involvement.
- (3) Implementation of this policy shall include regular assessment of current practices; development, implementation and review of a District parental and family involvement plan; and coordination with relevant federal, state and local programs and requirements.
- (4) Parental and family participation will be solicited in the development of both the District and respective schools' parental and family involvement plans.
- (5) The Superintendent shall report to the Board of Education (via the appropriate standing committee) with a regular report of progress under the policy.
- (6) As required by Portland Public School Board policy (1.70.021-AD) the Superintendent shall make available public information related to the implementation of this policy.

Legal References: Sections 1112-to-1118 of the Elementary and Secondary Education Act (ESEA), and related NCLB mandates. History: Adopted 4/16/07

## 7.20.040-P Citizen – Community Sponsored Contests

The district will cooperate with individuals, community organizations and agencies desiring to sponsor contests in keeping with the purposes and educational aims of the school when such activities can be integrated into the school program without disruption or loss of instructional time for the student and without imposing an unreasonable added workload on the staff. The building principal must approve participation by students in contests.

The activity sponsor will be responsible for the preparation and circulation of all informational materials and for other administrative work required in the grading, judging or evaluation of the participants' work.

The following shall be used in determining participation in contests:

- (1) The primary educational aims of the school and the needs and interests of students shall be a consideration at all times;
- (2) The school shall not be used to promote private or commercial interests;
- (3) The school shall not be used for direct sales promotion of individual competitive goods or services;
- (4) All materials or activities initiated by private sources shall be judged on grounds of their direct contribution to educational values, factual accuracy and good taste.

Legal References: ORS 332.105; ORS 332.107

History Adpt 6/71; Amd 9/9/02; BA 2422



**Date:** May 28, 2026

**To:** School Board

**From:** Emily Courtnage, Senior Legal Counsel  
Sharon Toncray, Chief Legal Officer

**CC:** Kimberlee Armstrong, Superintendent

**Subject:** Revisions to Section 2.00.000 Policies (District Administration)

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Attached is a staff memo to the Policy Committee, dated April 22, 2026 and updated May 11, 2025, describing proposed updates to the Section 2.00.000 policies, including five revisions and one rescission. The Policy Committee reviewed and discussed the proposed updates on April 27 and May 18, 2026. In the course of their review, Committee members asked staff to make two adjustments; these are detailed in the May 11, 2026 update in the attached staff memo and incorporated in the redlines presented to the Board.

On May 18, 2026, the Policy Committee referred these five revisions and one rescission to the full Board for a first reading.



**Date:** April 22, 2026 (Updated May 11, 2026)

**To:** Policy Committee

**From:** Emily Courtnage, Senior Legal Counsel  
Sharon Toncray, Chief Legal Officer

**CC:** Kimberlee Armstrong, Superintendent

**Subject:** Proposed Revisions to Section 2.00.000 Policies (District Administration)

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May 11, 2026 update:

Based on discussion at the April 27, 2026 Policy Committee meeting, staff made the following updates to the policies presented below:

1. 2.10.010-P (Racial Educational Equity Policy): Add a final sentence to the policy to require that the Superintendent's updates and reports to the Board on student achievement include achievement data disaggregated by race and reflect measures to address racial disparities in student experience and outcomes. This reflects current practice and ensures its continuity.
2. 2.50.020-P (Student Educational Records): Modify Section VI to add “and students 18 years or older with disabilities” and “and federal [law]” to the second sentence.

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Staff recommend reviewing, revising, and rescinding the Section 2 policies relating to District Administration as shown in the attached redlines and summarized below. Many of the Section 2 policies have been updated in recent years and now require only minor updates including reformatting and non-substantive language and grammar adjustments. Staff recommend rescission of one policy that is duplicative and outdated.

In reviewing and suggesting changes to the Section 2 policies, we relied in part on review of related Beaverton School District (BSD) and Oregon School Boards Association (OSBA) policies. (Beaverton SD adopts Oregon School Boards Association (OSBA) model policies, typically without revision.) In some cases, staff recommend borrowing or adapting language from BSD/OSBA to improve our policies or add important detail. Where applicable, we have attached the relevant policies to each redline for the Board’s review.

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Staff recommend applying the following non-substantive formatting and language updates to all policies:

- Apply consistent template, heading, margins, spacing, font, etc., based on an updated template developed by the Board Office
- Apply consistent capitalization to Superintendent, Board, etc.
- Correct typos
- Remove hyperlinks
- Update language: Replace all instances of “District” with “PPS” and “shall” with “will”; change “she/he” to “they” or “his/her” to “their”

These non-substantive changes have been incorporated in the attached redlines. (However, in order to render the redlined policies more readily readable with a focus on substantive changes, staff did not redline the format or numbering adjustments.)

<b>Policy</b>	<b>Title</b>	<b>Date of Last Revision</b>	<b>Proposed Action</b>	<b>Summary of Changes</b>
2.10.010-P	Racial Educational Equity Policy	6/2011	Revise	Non-substantive and formatting updates and deletion of obsolete or duplicative language; updated reference to Oregon law
2.20.010-P	Naming School District Property	12/2023	Revise	Non-substantive and formatting updates only
2.30.010-P	Religious and Cultural Observances	1/2024	Revise	Non-substantive and formatting updates only
2.40.020-P	Student Participation	5/2001	<b>Rescind</b>	Outdated and duplicative. Student participation in District Student Council, Board, and Board Committees are addressed in <a href="#">1.20.012-P</a> . Optional student participation in school site councils is addressed in <a href="#">7.10.010-P</a> . See also <a href="#">4.40.010-P</a> (Student Participation in School Affairs).



2.50.010-P	Public Access to District Records	7/2018	Revise	Non-substantive updates and alignment of appeal procedure with Oregon Public Records Law.
2.50.020-P	Student Education Records	10/2023	Revise	Update with language adapted from BSD/OSBA policy



# Racial Educational Equity Policy

The Board of Education for Portland Public Schools is committed to the success of every student in each of our schools. The mission of Portland Public Schools is that by the end of elementary, middle, and high school, every student by name will meet or exceed academic standards and will be fully prepared to make productive life decisions. We believe that every student has the potential to achieve, and it is the responsibility of our school district to give each student the opportunity and support to meet ~~their~~<sup>his or her</sup> highest potential.

In light of this mission and our beliefs, ~~Portland Public Schools~~ PPS's historic, persistent achievement gap between white students and students of color is unacceptable. While efforts have been made to address the inequities between white students and students of color, these efforts have been largely unsuccessful. Recognizing that there are other student groups that have not reached their achievement potential, this policy focuses on the most historically persistent achievement gap, which is that between white students and students of color. Closing this achievement gap while raising achievement for all students is the top priority of the Board, ~~of Education~~, the Superintendent, and all ~~PPS district~~ staff. Race must cease to be a predictor of student achievement and success.<sup>1</sup>

In ~~PPS Portland Public Schools~~, for every year that we have data, white students have clearly outperformed Black, ~~Latino/a/e~~ Hispanic and Native American students on state assessments in every subject at every grade level. White students consistently graduate at higher percentages than students of color, while students of color are disciplined far more frequently than white students. These disparities are unacceptable and are directly at odds with our belief that all students can achieve.

The responsibility for the disparities among our young people rests with adults, not the children. We are aware that student achievement data from school districts across the country reveal similar patterns, and that complex societal and historical factors contribute to the inequities our students face. Nonetheless, rather than perpetuating disparities, Portland Public Schools must address and overcome this inequity and institutional racism, providing all students with the support and opportunity to succeed.

Portland Public Schools will significantly change its practices in order to achieve and maintain racial equity in education. Educational equity means raising the achievement of all students while (1) narrowing the gaps between the lowest and highest performing students and (2) eliminating the racial predictability and disproportionality of which student groups occupy the highest and lowest achievement categories.<sup>2</sup> The concept of educational equity goes beyond formal equality -- where all students are treated the same -- to fostering a barrier-free environment where all students, regardless of their race, have the opportunity to benefit equally. Educational equity benefits all students, and our entire community. Students of all races ~~will~~<sup>shall</sup> graduate from PPS ready to succeed in a racially and culturally diverse local, national and global community. To achieve educational equity, PPS will provide additional and differentiated resources to support the success of all students, including students of color.

In order to achieve racial equity for our students, the Board establishes the following goals:

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<sup>1</sup> For the purposes of this policy, "race" is defined as "A social construct that artificially divides people into distinct groups based on characteristics such as physical appearance (particularly color), ancestral heritage, cultural affiliation, cultural history, ethnic classification, and the social, economic, and political needs of a society at a given period of time. Racial categories subsume ethnic groups." Maurianne Adams, Lee Anne Bell, and Pat Griffin, editors. *Teaching for Diversity and Social Justice: A Sourcebook*. (2007).

<sup>2</sup> ~~Glenn Singleton and Curtis Linton *Courageous Conversations About Race*, p. 46 (2006).~~

- A. ~~PPS~~The District ~~will~~~~shall~~ provide every student with equitable access to high quality and culturally relevant instruction, curriculum, support, facilities and other educational resources, even when this means differentiating resources to accomplish this goal.
- B. ~~PPS~~The District ~~will~~~~shall~~ create multiple pathways to success in order to meet the needs of our diverse students, and ~~will~~~~shall~~ actively encourage, support and expect high academic achievement for students from all racial groups.
- C. ~~PPS~~The District ~~will~~~~shall~~ recruit, employ, support and retain racially and linguistically diverse and culturally competent administrative, instructional and support personnel, and ~~will~~~~shall~~ provide professional development to strengthen employees' knowledge and skills for eliminating racial and ethnic disparities in achievement. Additionally, in alignment with the Oregon ~~Minority Teacher Act~~, ~~PPS~~the District ~~will~~~~shall~~ actively strive to have our teacher and administrator workforce reflect the diversity of our student body.
- D. ~~PPS~~The District ~~will~~~~shall~~ remedy the practices, including assessment, that lead to the over-representation of students of color in areas such as special education and discipline, and the under-representation in programs such as ~~Talented and Gifted~~ and Advanced Placement.
- E. All staff and students ~~will~~~~shall~~ be given the opportunity to understand racial identity, and the impact of their own racial identity on themselves and others.
- F. ~~PPS~~The District ~~will~~~~shall~~ welcome and empower students and families, including underrepresented families of color (including those whose first language may not be English) as essential partners in their student's education, school planning and ~~PPS~~District decision-making. ~~PPS~~The District ~~will~~~~shall~~ create welcoming environments that reflect and support the racial and ethnic diversity of the student population and community. In addition, ~~PPS~~the District will include other partners who have demonstrated culturally-specific expertise -- including government agencies, non-profit organizations, businesses, and the community in general -- in meeting our educational outcomes.

The Board will hold the Superintendent and central and school leadership staff accountable for making measurable progress in meeting the goals. Every ~~PPS~~Portland Public Schools employee is responsible for the success and achievement of all students. The Board recognizes that these are long term goals that require significant work and resources to implement across all schools. As such, the Board directs the Superintendent to develop action plans with clear accountability and metrics, and including prioritizing staffing and budget allocations, which will result in measurable results on a yearly basis towards achieving the above goals. Such action plans ~~will~~~~shall~~ identify specific staff leads on all key work, and include clear procedures for ~~PPS~~district schools and staff. ~~The Superintendent will present the Board with a plan to implement goals A through F within three months of adoption of this policy. Thereafter, the Superintendent will report on progress towards these goals at least twice a year, and will provide the Board with updated action plans each year.~~ ~~The Superintendent's updates and reports to the Board on student achievement will include achievement data disaggregated by race and measures to address racial disparities in student experience and outcomes.~~

Legal References: ~~"The State of Black Oregon" (The Urban League of Portland 2009); "Communities of Color in Multnomah County: An Unsettling Report" (Coalition of Communities of Color/Portland State University 2010); "The Economic Cost of the Achievement Gap" (Chalkboard Project 2010); "The Hispanic/White Achievement Gap in Oregon" (Chalkboard Project 2009); "A Deeper Look at the Black-White Achievement Gap in Multnomah County" (Chalkboard Project 2009); ORS 342.433.~~

History: Adopted 6/11



## Naming School District Property

### I. Responsibility and Authority

- A. The naming of all ~~Portland Public Schools School District~~ properties including, but not limited to, ~~School District~~ schools, school facilities, programs, non-~~school~~ facilities, as well as school mascots, symbols and other images considered for representation of a school or ~~PPS District~~ is the responsibility of the Board of Education.
- B. In considering appropriate names for any school, facility, programs, or representative images, it is the responsibility of the Board to ensure that the name properly reflects the type and mission of the school, facility, and focus option so as to not cause public confusion. In respect for the diversity of our community, names ~~will~~<sup>shall</sup> have broad acceptance in a multicultural society as determined by the Board ~~of Education~~.
- C. In the naming process, the Board recognizes the importance of soliciting student, staff, parent and community input, as appropriate, in the selection of names. Names may be presented by individuals, by petition, by chosen committees, or by other representative groups. While efforts will be made to respect student, staff, parent, and community preferences, the Board ~~of Education~~ retains the final authority over selection of names for schools, facilities, programs and representative images.
- D. Requests for renaming of ~~PPS District~~ properties may be presented by individuals, by petition, by chosen committees, or by other representative groups to the ~~School~~ Board. The petition needs to demonstrate diverse school community support or indicate the name change is being requested in accordance with section II (A4) in this policy.
- E. The ~~School~~ Board will take one of these actions:
  - i. Direct the Superintendent to conduct a renaming process;
  - ii. Decline the request; ~~or~~
  - iii. Defer action on the request to a later date.
- F. If the ~~School~~ Board directs the Superintendent to conduct a renaming process, the Superintendent will note the staff or financial resources needed to conduct the process.

### II. General Criteria for Names

When evaluating school, non-school facility, program names, and representative images, the following general criteria ~~will~~<sup>shall</sup> be followed:

- A. Names submitted for consideration may:
  - i. be known and significant to the community, students and staff; ~~or~~
  - ii. relate to local neighborhoods, to relevant geographic areas; to places of historical, geographical, geologic or cultural significance; to indigenous and characteristic flora or fauna; ~~or~~

- iii. be persons or groups of persons, deceased at least three years, who have demonstrated international, national, state or local leadership in the fields of education, arts and sciences, or public service; or be thematic to reflect the character of the community culture and history; or
- iv. reflect features of the facility or program type, and the mission of the facility.
- v. All considerations must reflect our commitment to eliminating racism and other systemic discrimination based on protected classes and its impact on student learning and educational activities.

B. Names submitted for consideration ~~will~~ not:

- i. conflict with the names of other schools or programs in ~~PPS the School District~~ or surrounding ~~S school D districts~~;
- ii. reflect the names of specific cities with the exception of “Portland”;
- iii. be a person, location or character whose primary identification is of a religious nature or be a name of a religious group or members;
- iv. include the word ‘neighborhood’ in the school name unless the school has defined attendance barriers; or
- v. include the word ‘school’ in its name if it is a special program that does not meet the definition of a school as stated in Board Policy 6.10.022-P.

### III. Special Recognition of Specific Persons

A. The Board of Education acknowledges that communities served by ~~PPS School District~~ facilities periodically desire to recognize individuals for long and honorable service. Locations within school facilities or buildings may be named for former ~~PPS School District~~ employees, citizens or students (not necessarily deceased) who have made specific contributions to education within ~~Portland Public Schools PPS~~.

B. Naming of locations inside schools and school facilities are subject to the approval of the Superintendent, with notice to the Board of the naming and the reasons for the recognition.

### IV. Gifts

The Board acknowledges that it has the authority to accept monetary or in-kind donations from individuals and entities. In exceptional circumstances, consideration may be given to naming locations within a school or non-school facility for a significant gift as determined by the Board, in consultation with the Superintendent. Any names in this instance ~~will~~ be consistent with all ~~School~~ Board policies and ~~will~~ reflect the donor’s appropriate financial support as well as the donor commitment to ~~the School District PPS’s~~ mission and vision and the objectives of the public-school system.

### V. Charter Schools

Agreements signed between ~~P public C charter S schools~~ and ~~PPS the School District~~ will contain the requirement that the word ‘Charter’ be included as part of the ~~C charter S school~~ name. Charter schools do not have defined attendance boundaries and, thus, ~~will~~ not have the title ‘neighborhood’ as part of their name.

## VI. School Conversions, Mergers, or Reconfigurations

When a school undergoes conversion or is reconfigured into separate distinct units, each of which meets the definition of a school as stated in Board Policy 6.10.022-P, those schools will be named following the conditions and criteria for new schools as outlined in this policy. When two or more schools are merged and there is community support for a name other than the current name of the facility, the school community ~~will~~ **shall** go through the renaming process using the criteria in this policy. ~~The district~~ **PPS will** ~~shall~~ waive the fiscal impact statement in these cases.

## VII. Renaming or Amending of Current Names

- A. The Board recognizes that renaming existing schools or facilities or amending existing names by adding or deleting words or phrases is a serious, considered decision, and should not be made arbitrarily, frivolously, or in haste.
- B. Such a decision must take into account ~~the District~~ **PPS's** focus on eliminating racism and other systemic discrimination based on protected classes and its impact on student learning and educational activities.
- C. Because the impact of renaming an existing school or amending an existing name is substantial in terms of potential public confusion, and administrative and fiscal costs, the burden is upon the party or parties proposing the name change to present persuasive evidence that the benefits of renaming outweigh community and ~~PPS School District~~ impacts.
- D. Central ~~PPS District~~ staff will provide significant support to school-based administrators during a renaming process.
- E. In considering a name change, the Board ~~will~~ **shall** consider input and recommendations from the school community and the community at large. The request for a name change must be accompanied by a fiscal impact statement and a proposed method of covering the expense of the name change.
  - i. ~~PPS The District~~ will allow for an exemption to the fiscal impact statement and proposed method of covering the expense of the name change when a party can show the change is being made to address discrimination.

## VIII. Implementation

- A. The Board ~~of Education~~ has the ultimate authority to determine if the criteria in this policy have been satisfied.
- B. The Board authorizes the Superintendent to develop procedures which provide for implementation of this policy.

History: Adopted 7/12/2004; Amended 4/10/18; Amended 12/2023

## 2.40.020-P Student Participation

- (1) The district affirms the proposition that student input and participation is important to committees dealing with decisions that affect the students. Therefore, committees shall provide opportunities for student participation, input and involvement, except for matters which are reserved for discussion with district employees or are legally reserved for a specific party. Examples of appropriate instances for student representation include, but are not limited to, the following:
- (a) Any curriculum design and evaluation committees;
  - (b) Committees regarding testing, benchmarks and standards;
  - (c) Committees on district budget or policy;
  - (d) Committees regarding the selection of principals, administrators and faculty, with exceptions for specific components involving confidential personnel information;
  - (e) Ad hoc committees;
  - (f) Committees involving the planning or discussion of activities and events;
  - (g) Committees dealing with the principles and philosophies of the district; and
  - (h) Site councils.

### Legal References:

History: Adpt 5/21/01, BA 1878



## Public Access to District Records

~~In order to~~ To promote transparency and provide an accurate accounting of how ~~PPS the district~~ carries out the public's business, it is the intent of the Board that all ~~PPS district records should~~ be disclosed courteously and consistent with state and federal law. ~~PPS The district will~~ ~~shall~~ rely upon the definition of "Public Record" set forth in Oregon law.

- I. The Superintendent ~~will~~ ~~shall~~ hire a Public Records Officer and develop administrative directives and procedures to provide clarity and consistency to the public about access to ~~PPS district~~ public records. The Public Records Officer ~~will~~ ~~shall~~ process all requests as soon as practicable and without unreasonable delay, without regard to the nature of the records or identity of the requester.
- II. It is the goal of ~~PPS the school district~~ to provide the public with records at no or minimal cost when the documents requested are not voluminous or do not require significant time to locate and process. The Superintendent ~~will~~ ~~shall~~ develop clear guidelines regarding when it is appropriate to charge fees and to provide clarity to requesters as to how fees are determined.
- III. ~~PPS The district~~ recognizes that it is in possession of sensitive and confidential information about our students, staff, and families. Upon receiving a public records request seeking potentially sensitive, personal, or private information related to a staff member, ~~PPS the District will~~ ~~shall~~ notify the staff member and the staff member's union (if represented) in writing of the existence and nature of the records request. In responding to public records requests, ~~PPS the District~~ will follow state and federal law.
- IV. When public records are requested that could be considered exempt under one of the conditional exemptions under Oregon law, ~~PPS the district will~~ ~~shall~~ construe the public interest liberally in favor of disclosure.
- V. The Public Records Officer ~~will~~ ~~shall~~, with the advice and counsel of the General Counsel or its designee, make determinations as to whether (a) a record is responsive to a public records request; (b) a record contains information ~~PPS the district~~ is prohibited from disclosing; or (c) a record is exempt from disclosure. The Public Records Officer ~~will~~ ~~shall~~ have the responsibility of ensuring exemptions are legally and appropriately applied.
- VI. Records ~~will~~ ~~shall~~ be made available to persons with disabilities in an appropriate format on request in accordance with the requirements of the Americans with Disabilities Act. No fee to cover the costs of providing records in an alternative format ~~will~~ ~~shall~~ be charged. All other actual costs may be recovered, consistent with Board policies, administrative directives, and the public records law.
- VII. If ~~PPS the district~~ requires clarification from the requester, such clarification ~~will~~ ~~shall~~ be requested in writing, and the requestor ~~will~~ ~~shall~~ be informed that work on the request will stop until the clarification is received. If the original scope of a request is likely to necessitate high fees, the Public Records Officer will offer to work with requesters to negotiate or narrow the scope ~~in order~~ to reduce the costs.
- VIII. Requesters who believe ~~PPS the district~~ has inappropriately withheld records or assessed fees may request ~~an expedited review of such decisions by the Board, which will decide whether to hear the appeal and, if it does, issue a decision within 30 days. The Board's procedures will preserve the confidentiality of the records in question during such an~~

~~appeal. Requesters retain their statutory right to request such review from the Multnomah County District Attorney in accordance with ORS Chapter 192, and the availability of an appeal to the Board does not preclude a requester from appealing a denial directly to the District Attorney rather than to the Board.~~

- IX. No PPS District employee, student, or Board member may engage in unlawful retaliation against any person who requests public records or requests review of a public records decision. Any employee who engages in any form of retaliation for requesting public records, or requesting review of public records decisions, will be subject to disciplinary action up to and including dismissal.
- X. To avoid possible conflicts of interest, no employee ~~will~~ shall make the final decision on the application of exemptions to a given public records request if they are named in that request. If an in-house PPS attorney is making the final decision on the application of exemptions applicable to a public records request and they also provided material legal advice regarding the records at issue prior to the records being requested (e.g. a personnel investigation), the in-house attorney ~~will~~ shall disclose that fact to the Superintendent's designee prior to making the final decision. Any employee who knowingly and intentionally violates this paragraph will be subject to disciplinary action up to and including dismissal.

Legal References: ORS Chapter 192; ADA, 1990, 42 U.S.C. Section 12101 et seq. 29 CFR Part 1630

History: Adpt 12/8/80; Amd 1/84; Amd 9/9/02; BA 2418, Amd 7/17/18



## Student Education Records

- I. Education records are those records maintained by ~~PPS~~the District that are directly related to a student.
- II. ~~In addition to the protection and procedures included in this policy and accompanying administrative directive, students with disabilities and their parents have additional rights under federal and state law with regard to student education records. Those rights and procedures have been included in the [Special Education Manual](#) located on the District website.~~ ¶
- III. ~~The primary reason for the keeping and maintaining of education records for students is to help the individual student in their educational development by providing pertinent information for the student, their teachers, and their parents/guardians. These records also serve as an important source of information to assist students in seeking productive employment and/or post-high school education.~~
- IV. ~~The District~~PPS ~~will shall keep~~ maintain confidential education records for students in a manner that conforms with ~~as required by~~ state and federal laws and regulations.
- V. Information recorded on official education records should be carefully selected, accurate, and verifiable, and should have a direct and significant bearing upon the student's educational development.
- VI. ~~PPS~~The District has an affirmative duty to provide records requested by another school district to determine a student's appropriate placement.
- VII. PPS will comply with a request from parents/guardians or a student 18 years or older to inspect and review records without unnecessary delay. PPS will give parents of students with disabilities, and students 18 years or older with disabilities, an opportunity to examine all student education records in accordance with state and federal law, including all education records with respect to the identification, evaluation, and educational placement of the student and the provision of a free appropriate public education to the student.
- VIII. ~~PPS~~The District ~~will shall~~ give full rights to education records to either parent, or legal guardian, unless ~~PPS~~the District has been provided legal evidence that specifically revokes or modifies these rights. However, once the student reaches age 18, those rights transfer to the student.
- IX. A copy of this policy and ~~related~~ administrative ~~directive~~regulation ~~will shall~~ be made available upon request by parents/guardians, ~~and~~ students 18 years or older or emancipated, ~~and the general public.~~

Legal References: ~~ORS 30.864; ORS 107.154; ORS 326.565; ORS 326.575; ORS 343.177 (3); OAR 166-405-0010 to 166-415-0010; OAR 581-021-0210 to 0440; OAR 581-022-1660; OAR 581-022-1670; Education of the Handicapped Act of 1975, as amended, 20 U.S.C. Sections 1400-1427, as amended and renamed Individuals with Disabilities Education Act (IDEA), P.L. 101-476, 104 Stat 1103 (1990), as amended P.L. 105-17 (1997). Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (2000). Assistance to States for the Education of Children with Disabilities, 34 CFR § 300.501 (2000); ~~Individuals with Disabilities Education Act, 20 USC §§ 1400-1419; ORS 107.154; ORS 326.565; ORS 326.575; ORS 343.181; OAR 581-021-0220 to 581-021-0440.~~~~

History: Adpt. 6/71; Amd. 8/11/75; Amd. 10/1/81; Amd. 5/84 ed.; Amd. 5/8/86; Amd 7/10/86;  
Amd. 5/14/87; Amd. 12/14/89; Amd. 1/24/91; Amd. 10/22/92; Amd. 9/02, BA 2424; Amd 10/23.



# Religious and Cultural Observances

We respect and protect the constitutional rights of our students, families, and employees to practice and observe their religion or to practice no religion at all. We also respect and protect our students, families, and employees' rich and diverse cultural observances and practices. At all times, we seek to balance those important individual rights with the constitutional requirement that PPS, as a public-school district, may not favor or promote a particular religion over another. And, at all times, we encourage all students, families, and staff to show respect, tolerance, and curiosity about religious and cultural practices that differ from their own. These differences and our acceptance of them make our school community an inclusive and welcoming community in which all students can authentically thrive.

### I. Excused Absences & Other Accommodations

Students and families may request accommodations to enable them to observe their religious and cultural practices. Those accommodations may include excused absences for religious instruction or holiday observances. Requests for absences or other accommodations should be in writing from a student's parent/guardian directed to a teacher and/or principal at the student's school.

**A. Classes.** Students may be excused from classes for their individual religious or cultural practices without penalty. Students who have missed an assignment or assessment must be given a reasonable opportunity to make up that test or assessment. Make-up opportunities will not be required of a student on the school day immediately after a student is absent from school to observe a religious or cultural holiday.

**B. Co-Curricular and Extracurricular activities.** Students may also be excused from co-curricular and extracurricular activities for their individual religious or cultural practices without penalty.

### II. Identification of Major Religious Holidays and Cultural Observances

As part of the annual school calendar creation and adoption process, the Superintendent ~~will~~**shall** identify major religious and cultural holidays in our community using legally acceptable methods to do so. ~~PPS~~**The District** and each of its schools should avoid scheduling grade-, school- or district-wide events (e.g., Back-to-School nights, all-school assemblies, parent-teacher conferences, School Board meetings) on those dates. Such events can be scheduled on major religious holidays only if such scheduling is reasonably necessary to carry out the proper functioning of a school program ~~or~~**or** course of study, ~~or~~**or** to avoid an unreasonable burden on other students, ~~;~~**; or if such scheduling is outside the control of ~~PPS~~**District** employees. Staff will inform students and parents of plans as far in advance as possible so that conflicts with religious or cultural observances can be avoided if possible and otherwise accommodated if not.**

### III. Non-~~PPS~~**District**-Sponsored Events

When school or ~~PPS~~**District** events are scheduled and controlled by organizations other than ~~PPS~~**the District** (e.g., OSAA, Outdoor School, national testing organizations), ~~PPS~~**the District** ~~will~~**shall** advocate with those organizations that such events are not held on major religious or cultural holidays.





To: Board of Education  
From: Dr. Jon Franco, Senior Chief of Operations  
Brandon Coonrod, Senior Director of Transportation  
Cc: Dr. Kimberlee Armstrong, Superintendent  
Deborah Kafoury, Chief of Staff  
RE: ACCESS Transportation  
Date: June 9, 2026

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The purpose of this memorandum is to provide additional context ahead of Tuesday's upcoming budget discussion and to formally address recent inquiries regarding ACCESS transportation. Specifically, this document reviews the requested information regarding the proposed transition to a centralized transportation hub model.

At the core of the ACCESS Hub option is an imperative to balance equitable student access, long-term operational sustainability, and rigorous fiscal responsibility, while continuing to robustly support students across the entire city. The current specialized transportation model has become increasingly difficult to sustain due to systemic route inefficiencies, excessively long ride times for students, significantly underutilized buses, and escalating baseline transportation costs. The proposed model seeks to correct these operational vulnerabilities while modernizing our delivery framework.

### **Student-Centered Priorities**

The proposal outlined focuses on several critical, student-centered priorities designed to preserve service quality and support vulnerable families:

- **Maintaining Reasonable Access:** Ensuring that transportation remains a viable and accessible option for ACCESS students distributed across the municipality.
- **Reducing Ride Times:** Restructuring paths to minimize the administrative and physical burden of long commutes on developing students.
- **Balancing Ridership Loads:** Optimizing vehicle capacity configurations to systematically avoid overloaded buses and maximize resource deployment.
- **Prioritizing High-Need Communities:** Intentionally anchoring centralized hub locations within or adjacent to Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Title I communities to preserve equity.



- **Mitigating Systemic Spillover:** Designing the transition to strictly limit or eliminate negative operational impacts on other regional school schedules and localized neighborhood routes.
- **Providing Comprehensive Transition Supports:** Deploying proactive infrastructure mitigation, including formal Safe Routes to School logistical assistance and coordinated district carpool matching frameworks.

### Operational & Fiscal Analysis

A data-driven comparison between the current operating baseline and the proposed regional hub model demonstrates substantial optimizations in both systemic efficiency and fiscal discipline. Under the proposed hub model, buses would pivot to operating with multiple strategic runs instead of relying on long, single-destination dedicated routes.

<b>Operational Metric</b>	<b>Current Model Baseline</b>	<b>Proposed Hub Model Option</b>	<b>Net System Impact</b>
<b>Dedicated Bus Routes</b>	10 Routes	5 Routes	-50% Route Reduction
<b>Total Bus Stops</b>	125 Stops	13 Centralized Hubs	-112 Stops Localized
<b>Average Route Time</b>	71 Minutes	33 Minutes	-38 Minutes Saved (Avg) in
<b>Estimated Annual Cost</b>	\$1,500,000	\$1,000,000	<b>\$500,000 delta that we will need to find tradeoffs for.</b>



*Financial Note: Total projected structural savings under this streamlined configuration are conservatively modeled at approximately **\$1.0 Million annually**, providing critical relief to the general fund during this fiscal cycle.*

### **Regional Hub Architecture & Route Expectations**

The proposed model creates a centralized grid across five primary geographic sectors (North, Northeast, Southeast, Southwest, and Northwest Portland). By establishing 13 centralized hub locations across these zones, the district can consolidate staging while sharply reducing individual student commute windows. Detailed scheduling parameters within the attached slides outline regional route times ranging from a minimum of approximately 22 minutes to a maximum of 39 minutes, representing a profound improvement over the current 71-minute average baseline.

The ACCESS Hub option represents a proactive adjustment to our transportation infrastructure. It generates \$1M in recurring annual savings while directly improving the student experience via a 53% reduction in average trip lengths.

### **Meeting with ACCESS Families**

On June 2, 2026, Senior Chief of Operations, Dr. Jon Franco, Senior Director of Transportation, Brandon Coonrod, Senior Chief of Academics, Kristina Howard, Senior Director of Schools, Michael Baird, and Chief of Schools, Dr. Isaac Cardona had a meeting with ACCESS families at ACCESS Academy.

The purpose of the meeting was to ground in the current state around ACCESS transportation and then to present the proposed HUB model. Approximately 30 people attended both in person and on-line. Parents expressed appreciation for looking at an alternative model and offered input regarding the proposed model. Some input received included:

- **Allow stops at locations other than middle schools.** Most elementary schools have some part of their footprint where a bus could stop without substantially disrupting an ongoing school day. Additionally, the same logic that suggests middle school stops in the morning suggests elementary school stops in the afternoon. Finally, some families would like the opportunity to join after-school programs at elementary schools nearer to them than ACCESS. We know that middle schools will be the core of the system, but some flexibility in specific cases would improve routes.
- **Add one bus on the eastside.** We asked for seven buses, and you've proposed five.



Six seems like a reasonable compromise that would keep PPS from needing very large buses. We'd request that this bus fill in the NE "donut hole" on the route map. This is our only recommendation that appears to come with more than a minimal cost, and it's important to us. Add stops at schools like Cleary, Laurelhurst, or Sunnyside, and include Hosford.

- **Improve equity by adding Title I stops in St. John's and Arbor Lodge.** George MS or Roosevelt HS, and Ockley Green MS or Chief Joseph ES. This is a key benefit of adding a route.
- **Move Tubman MS stop to Sabin or Irvington.** Tubman is in an inconvenient location, hemmed in by I-5 and Emanuel hospital. Almost all families who indicated that they would use Tubman preferred stops at Sabin (in particular) or Irvington. Sabin and Woodstock are middle-income neighborhoods with high concentrations of ACCESS families that are not served especially well by the proposed system. We are aware that the 40-minute threshold may become an issue here and are willing to problem-solve with you.
- **Move Lane MS stop to Woodstock ES.** Every family that indicated it would use Lane as a stop would be served as well or better with Kellogg and Woodstock as stops. Woodstock has new Safe Route improvements. This change slightly shortens the time spent on the route.
- **Consider replacing Robert Gray MS or adding another mid-SW stop.** This might best be accomplished by convening SW parents and achieving consensus. Ida B. Wells/Rieke, Bridlemile, Hayhurst, SWCC, etc. all received votes as better options than Gray.
- **Consider replacing MLC with Lincoln HS or Chapman ES (Title I).** Some community members have safety and parking concerns about MLC.
- **Add a few painless stops that are \*directly\* on existing routes to improve accessibility for ACCESS families.** e.g.: Beaumont MS, Rigler ES (Title I), or Scott ES (Title I); a stop on the south side of SE Powell in the 60s (for families who specifically requested not having to cross Powell to access this route); SE 52nd & Flavel for Woodstock families (if no move to Woodstock ES); Burlingame Fred Meyer; a NW stop. We understand that route times can't get much longer, but even one or two extra stops on some routes could make a big difference. Given a proposed reduction of over 100 stops, adding 5-10 total stops back is a reasonable request.



- **Allow connections to the existing PPS transportation system where possible.** Allow boarding at the originating elementary schools in the mornings; allow students to ride their neighborhood buses to elementary schools to catch ACCESS buses in the morning; allow ACCESS students to ride middle school buses from hubs in the afternoons; etc.
- **Check route times to ensure they're actually under 40 minutes at rush hour.** Several of our current routes consistently take 10-15 minutes longer than scheduled, meaning that students consistently arrive late to school. Consider moving ACCESS's start time 10-15 minutes later if needed based on the "real" route times.
- **Be aware that large, full buses may require significant behavior management.**
- **Clarify and standardize hub stop supervision protocol.**
- **Request that aftercare programs in neighborhood schools accept ACCESS students**
- **Expand high school TriMet pass program to ACCESS middle schoolers who apply.**
- **Review adopted system as needed and in one year in light of right-sizing.**

## Next Steps

The transportation team will review the input and feedback and make adjustments to the HUB model if possible without incurring additional cost. The 1 million dollar savings is non-negotiable with this fragile budget.

## Trade Offs

With the proposed HUB model we are expecting to yield \$1,000,000 in savings for next year's budget. Which means we have a delta of \$500,000 that we need to account for with trade offs. Our proposed tradeoffs are listed below:



Trade off proposal	Cost Savings	Impact	Mitigation
Reduce Contracted Student Behavior Support on buses	\$150,000	Principals will not be able to request additional bus student behavior support for non-sped students.	Schools can determine appropriate school/bus discipline as noted in our Student Rights and Responsibilities Handbook.
Reduce Student Travel Equity Fund Allocation	\$130,000	Based on recent expenditure data, the \$130,000 savings is based upon the average unspent funds we have seen over the previous two years. Given schools have not been utilizing their entire allotment there would be little impact.	Schools will continue to receive an allocation based on the number of HU students that they serve.
Eliminate Centralized CSA	\$160,000	Security has a central budget of \$61,000 for schools which	School admin teams would need to plan accordingly and ensure that all



**PORTLAND**  
**Public Schools**



overtime for athletic events		we always over spend. High schools will be allocated a portion of this amount. If high schools would like additional coverage outside of their allocation they would need to pay out of their school budgets.	administrators are present when CSA coverage is reduced.
<b>Total Cost Savings for 26-27</b>	\$440,000		

**RESOLUTION No. 7317**

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the authorized signer per the Purchasing and Contracting Delegation of Authority Administrative Directive (8.50.105-AD) to enter into the following agreements.

**NEW CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>	<b>Certified Business</b>
Curriculum Associates	7/1/2026 Through 6/30/2027	Digital Resources DR 97987	i-Ready Inform assessment licenses for math grades 6-8 and reading grades K-8.  Copyrighted Materials and Creative Works PPS 47-0288(4)	\$238,081. 80	R. Adams Fund: 299 Dept: 5439	No
Portland Youth Builders	7/1/2026 Through 6/30/2027  Options to renew for four additional one-year terms through 6/30/2031	Personal Services PS 97973	Provide Alternative Education Services to District students.  Request for Proposals 2025-040	Original Term: \$79,036  Total through all renewals: \$455,424	I. Cardona Fund: 101 Dept: 5485	No
Youth Progress	7/1/2026 Through 6/30/2027  Options to renew for four additional one-year terms through 6/30/2031	Personal Services PS 97975	Provide Alternative Education Services to District students.  Request for Proposals 2025-040	Original Term: \$63,229  Total through all renewals: \$364,338	I. Cardona Fund: 101 Dept: 5485	No
Open School	7/1/2026 Through 6/30/2027  Options to renew for four additional one-year terms through 6/30/2031	Personal Services PS 97976	Provide Alternative Education Services to District students.  Request for Proposals 2025-040	Original Term: \$63,229  Total through all renewals: \$364,338	I. Cardona Fund: 101 Dept: 5485	No

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Rosemary Anderson (RA) Prep / Portland Opportunities Industrialization Center (POIC)	7/1/2026 Through 6/30/2027 Options to renew for four additional one-year terms through 6/30/2031	Personal Services PS 97974	Provide Alternative Education Services to District students. Request for Proposals 2025-040	Original Term: \$3,635,649 Total through all renewals: \$20,949,450	I. Cardona Fund: 101 Dept: 5485	No
Native American Youth and Family Center (NAYA)	7/1/2026 Through 6/30/2027 Options to renew for four additional one-year terms through 6/30/2031	Personal Services PS 97977	Provide Alternative Education Services to District students. Request for Proposals 2025-040	Original Term: \$758,744 Total through all renewals: \$4,372,040	I. Cardona Fund: 101 Dept: 5485	No
Mt. Scott Park Center for Learning	7/1/2026 Through 6/30/2027 Options to renew for four additional one-year terms through 6/30/2031	Personal Services PS 97978	Provide Alternative Education Services to District students. Request for Proposals 2025-040	Original Term: \$1,691,367 Total through all renewals: \$9,746,037	I. Cardona Fund: 101 Dept: 5485	No
City of Portland	6/10/2026 Through 6/1/2027	Purchase Order PO XXXXX**	Pre-Authorization for Permit Fees for all PPS Bond Funded Projects	Not to Exceed \$18,000,000	J. Franco Funding Varies	No

\*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

\*\* Contracts are in negotiation and not finalized at this time. Staff seeks advanced authorization for these contracts pursuant to the Purchasing & Contracting Delegation of Authority Administrative Directive, 8.50.105-AD, Section X(4): "The District may seek an 'advanced authorization' from the PPS Board of Education for any contract upon the approval of the Director of Purchasing & Contracting. The cost of the contract shall be a 'Not to Exceed' amount. Once the Board has approved it, no further authorization for the contract is required, providing the contract value remains at or below the 'Not to Exceed' amount."

### NEW COOPERATIVE PURCHASING AGREEMENTS

No New Cooperative Purchasing Agreements

### NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Portland Public Schools	7/1/2026 Through 6/30/2026	Intergovernmental Agreement IGA 97964	Partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$1,459,000	J. Buno

### AMENDMENTS TO EXISTING CONTRACTS

No New Amendments



**RESOLUTION No. 7318**

Revenue Contracts that Exceed \$150,000 for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts, except as otherwise expressly authorized. Contracts exceeding \$150,000 per contractor are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the authorized signer per the Purchasing and Contracting Delegation of Authority Administrative Directive (8.50.105-AD) to enter into the following agreements.

**NEW REVENUE CONTRACTS**

No new Revenue Contracts

**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>
State of Oregon	7/1/2025 Through 6/30/2027	Intergovernmental Agreement / Revenue IGA/R 97963	Grant agreement for feminine hygiene products.	\$185,735.88	T. Odgers
Portland Public Schools	8/20/2026 Through 6/30/2027	Intergovernmental Agreement / Revenue IGA/R 97958	Columbia Regional to serve Deaf/Hard of Hearing regionally eligible students placed by Portland Public Schools	\$1,009,927	J. Buno
Centennial School District	8/20/2026 Through 6/30/2027	Intergovernmental Agreement / Revenue IGA/R 97981	Columbia Regional to serve Deaf/Hard of Hearing regionally eligible students placed by Centennial School District.	\$170,066	J. Buno

**AMENDMENTS TO EXISTING CONTRACTS**

No New Amendments to Existing Revenue Contracts

**RESOLUTION No. 7319**

Resolution to Appoint Audit Committee Members

**RECITALS**

- A. Pursuant to Board Policy, the Board Audit Committee shall be comprised of five members appointed by the school board. All appointees shall be independent of the district's management and administrative service. The Audit Committee will be comprised of three members of the school board and two ex-officio public community members with a general knowledge of the district and the audit process. Committee members shall serve up to two years, serving from July 1 to June 30, and may be re-appointed at the end of their term.
- B. The Audit Committee recommends the Board re-appoint Jennifer Samuels for one year and re-appoint Caroline Zavitkovski for two years, as ex-officio members of the Board Audit Committee beginning in July 1, 2026

**RESOLUTION**

- 1. The Board appoints Jennifer Samuels as an ex-officio member of the Board Audit Committee for a one-year term through June 30, 2027.
- 2. The Board appoints Jennifer Samuels as an ex-officio member of the Board Audit Committee for a two-year term through June 30, 2028.

## RESOLUTION No. 7320

Resolution to Direct the Superintendent to Begin a Renaming Process for Cleveland High School, Jefferson High School, Robert Gray Middle School, and Cesar Chavez K - 8 School and a Process to Select a New School Mascot for Cesar Chavez K–8 School

### RECITALS

- A. Portland Public Schools acknowledges that the name of a school building has a significant impact on the overall educational environment and can foster positive student development and a sense of belonging.
- B. Board Policy 2.20.010-P, Naming School District Property, establishes the Board of Education's responsibility and authority over the naming of all school district properties, and outlines the process by which requests for renaming may be brought forward.
- C. The communities of Cleveland High School, Jefferson High School, Robert Gray Middle School, and Cesar Chavez K - 8 School have each brought forward a request to rename their respective schools. Each request has been presented with demonstration of diverse school community support, consistent with the requirements of Board Policy 2.20.010-P.
- D. **D.** The Cesar Chavez K–8 School community has expressed a desire to identify a new school mascot as an additional element of its school identity and culture as part of their process to identify a new name for their school.

### RESOLUTION

- 1. The Board of Education directs the Superintendent to initiate a renaming process for Cleveland High School, Jefferson High School, Robert Gray Middle School, and Cesar Chavez K - 8 School, consistent with the requirements and criteria established in Board Policy 2.20.010-P.
- 2. The Board of Education directs the Superintendent to initiate a process for the selection of a new mascot for Cesar Chavez K–8 School.
- 3. The renaming process for each school shall be grounded in meaningful community engagement, student voice, staff input, and transparency, and shall solicit broad participation from the school community and the community at large.

**RESOLUTION No. 7321**

Settlement Agreement

The Board of Education grants authority to the Superintendent to enter into an agreement to resolve claims brought on behalf of an injured community member in the amount of \$250,000 in a form approved by the General Counsel's Office.

**RESOLUTION No. 7322**

Adoption of the Minutes

The Following Minutes are offered for Adoption:

- April 14, 2026 – Regular Meeting



## Meeting Minutes

*(Draft for Approval)*

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*In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at:*

<https://www.youtube.com/@ppsboardofeducation>

Pursuant to notice made by posting to the Board's public notices webpage and emailed to persons on the mailing list, a Regular Meeting of the Portland Public Schools Board of Education was held at Dr. Matthew Prophet Education Center - Board Auditorium, 501 N. Dixon St, Portland, OR 97227 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

## **Attendance**

Present:

Chair Eddie Wang; Vice-Chair Michelle DePass; Directors Rashelle Chase-Miller, Stephanie Engelsman, Virginia LaForte, Christy Splitt, and Patte Sullivan; Student Representative Ian Ritorto; and Superintendent Kimberlee Armstrong

## **Call to Order / Opening**

The meeting was called to order at 6:07 pm by Board Chair Eddie Wang.

## **Superintendent's Report**

Time: 6:09 pm

Superintendent Armstrong provided her report including highlighting that it's National Assistant Principal week and Arab American Heritage Month. An update on modernizations, including Jefferson, and the Grant Bowl light installation anticipated to happen in May. She also highlighted the Jefferson dancers celebrating 50 years. There was also a video played highlighting the principal at Jason Lee, Alma Velasquez. She also highlighted the upcoming Heart of Portland and Readers on the Rise events.

## **Student Representative's Report**

Time: 6:16 pm

Student Representative Ritorto read public comment from a Roosevelt student regarding the staff reductions. He also urged people to contact their legislators and to donate to the Fund for PPS. The next student representative would be announced at the next meeting.

## **Student and Public Comment**

Time: 6:20 pm

Chair Wang stated that personnel concerns should be directed to the Superintendent and asked that staff members' names not be used when giving comments.

Lovely Castillo Bojorquez (student): Advocated for funding for Juntos Aprendemos, early Escalera, and other RESJ partnerships.

- Chelsea Wiater: Advocated for a pause in the Districtwide Advocacy and Fundraising Policy, noting that the impact of the policy is reducing funds that could be allocated towards students who need it.
- Joe McFerrin II: Executive Director of POIC Rosemary Anderson who stated support for continued funding to Community Based Organizations (CBOs) who support students who are not on track to graduate.
- Laura Stepp: Parent and Board Member of POIC Rosemary Anderson who agrees that rightsizing is overdue. She stated a need for diverse students and employees, and protecting budgets for CBOs.
- Elizabeth De Jesus Lopez: She stated support to continue funding for Racial Equity and Social Justice (RESJ) partnerships and Juntos Aprendemos and Early Escalera.
- Miranda Morales: Advocated for continued funding support of RESJ partners.
- Sherrie Pollard: She shared concerns about the leadership at her child's school.
- Jesse Courtney: She shared concerns about the leadership at her child's school and requested a formal board review of the instances and of communication protocols.
- Jennifer Stenson: Requested a temporary pause on Districtwide Advocacy and Fundraising Policy.
- Andres Tanner: Student who spoke in of SOL and wants to see continued funding for RESJ contracts.

- Molly Gabris: Shared concern that the proposed cuts are not equitable and should consider community feedback before decisions are made.
- Elizabeth Auxier – Virtual: Request to pause the Districtwide Advocacy and Fundraising Policy.
- Andrea Gall – Virtual: Stated that there were more cuts in the English Neighborhood program than in the Dual Language Immersion program at their school. She requested board intervention.

### Comments from our Union Partners

Time: 6:58 pm

Angela Bonilla: President, Portland Association of Teachers provided comments on rightsizing, staffing allocations, and equitable distribution of resources. She requested that people listen to staff and families and would like for principals and administrators to be held accountable. Kalya Mora, a staff member at Forest Park Elementary School, spoke about the concerns she has about the school administration.

### Resolution to Direct the Superintendent to Begin a Rightsizing Process for Portland Public Schools (Resolution 7296)

Time: 7:05 pm

Chair Wang introduced the resolution and highlighted the process to get to the draft that is before the Board for discussion, and that the next resolution would include more details and create guiding principles for the Board to consider for rightsizing, which will be informed by community engagement.

Chair Wang provided a summary of Resolution 7296. Director La Forte made a motion to amend Resolution 7296. Director La Forte provided a summary of the proposed language. There was board discussion regarding the proposed revisions. There was discussion about the language to include an enrollment advisory committee in Resolution 7296. Director La Forte wanted to change the word “will” to “may” in Recital “E” of Resolution 7296. She then shared her proposed amendments to the resolution on the table which added additional recitals on Decision Criteria and Analysis, Equity Impact, Community Engagement, Timeline, Financial Transparency, and Policy Alignment. There was Board discussion on the proposed amendment. There was discussion to consider feedback from the upcoming public engagement sessions before adding in the proposed amendments, and also to have time to review and consider the language. Chair Wang asked if the proposed amendment could be moved to be included in the next resolution they adopt on the guiding principles. Vice-Chair DePass expressed support for the language on an enrollment advisory committee. Director Splitt agreed and also supported changing the word “will” to “may” in Recital “E”, and thinks the goal of the resolution is to launch a process, and thinks the amendment she is proposing can be incorporated into the next resolution. Director Engelsman shared support for Director La Forte’s proposal and there was conversation about whether they needed to pass a resolution to begin the process. Director Sullian suggested bringing back the amendment in two weeks. Student Representative Ritorto likes the language on a committee and supports changing “will” to “may”. There were stated concerns about the amendment process.

#### Public Comment:

- Leslie Brown: Urged the district to focus on equity and to consider Title 1 schools when making decisions.
- Marwa Kamel: Families understand that difficult decisions are required and do not think that there is proof that blended classrooms work.

#### Actions:

- Vice-Chair DePass moved and Director Chase-Miller seconded the motion to adopt Resolution 7296, Resolution to Direct the Superintendent to Begin a Rightsizing Process for Portland Public Schools as amended. The motion was put to a voice vote and passed (5 yes – 2 no – 0 abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: No; La Forte: No; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: No (unofficial)

#### Subsidiary Motions:

- Director Engelsman moved and Director La Forte seconded the motion to amend the proposed amendment to Resolution 7296 to include recital D(b) from Resolution 7296, Resolution to Direct the Superintendent to Begin a Rightsizing Process for Portland Public Schools The motion was put to a voice vote and passed (6-yes, 0-no, 1-abstain)

Chase-Miller: Abstain; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

- Director Engelsman moved and Director Sullivan seconded to add language in Recital “E” to add “boundary changes” after “program closures”. The motion was put to a voice vote and passed (6-yes, 0-no, 1-abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Abstain; Student Representative Ritorto: Yes (unofficial)

- Director Engelsman moved and Director Sullivan seconded the motion to change “will” to “may” in Recital “E”. The motion was put to a voice vote and failed (2-yes, 5-no, 1-abstain)

Chase-Miller: No; DePass: No; Engelsman: Yes; La Forte: No; Splitt: No; Sullivan: Yes; Wang: No; Student Representative Ritorto: No (unofficial)

- Director La Forte moved and Director Engelsman seconded the motion to adopt the changes to the proposed amendment to Resolution 7296, Resolution to Direct the Superintendent to Begin a Rightsizing Process for Portland Public Schools. The motion was put to a voice vote and passed (4-yes, 3-no, 0-abstain)

Chase-Miller: No; DePass: No; Engelsman: Yes; La Forte: Yes; Splitt: No; Sullivan: Yes; Wang: No; Student Representative Ritorto: Yes (unofficial)

- Director Splitt moved and Director Engelsman second the motion to amend Resolution 7296, Resolution to Direct the Superintendent to Begin a Rightsizing Process for Portland Public Schools, to say “The result of this process will include school and program closures, consolidations, or boundary changes” The motion was put to a voice vote and passed (6-yes, 0-no, 1-abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Abstain; Student Representative Ritorto: Yes (unofficial).

BREAK Time: 8:28 pm - 8:35 pm

### **Calendar of Regular Board Meetings School Year 2026-2027 (Resolution 7290)**

Time: 8:36 pm

Chair Wang highlighted some of the dates that do not fit in their regular cadence, and noted that two dates were changed from the originally posted resolution. There was a brief discussion of the benefits to the revised dates.

Actions:

- Director Sullivan moved and Director Splitt seconded the motion to adopt Resolution 7290 (title of resolution). The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

## **Second Reading: Public Contracting Rules (Resolution 7291)**

Time: 8:40 pm

Staff: Michelle Morrison

It was noted that the policy was open for public comment for a minimum of 21 days, and highlighted the changes which included duplicative reporting processes.

Public Comment: None.

Actions:

- Director Chase-Miller moved and Vice-chair DePass seconded the motion to adopt Resolution 7291 (title of resolution). The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)
- Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: abstained (unofficial)

## **Portland Clean Energy Community Benefits Fund (PCEF) Grant Awards Update**

Time: 8:54 pm

Staff: Joanna Evenson and Deborah Kafoury

Discussion:

Staff shared that PPS was awarded an additional Portland Clean Energy Fund Grant which includes collaboration with the Multnomah Educational Service District. There was appreciation shared for staff who worked on this grant.

## **Budget Training**

Time: 9:01 pm

Staff: Michelle Morrison

Staff provided information on local budget law and the roles of the budget development process and highlighted changes to the 2025-26 Budget Calendar which the Board would be approving later. The Board expressed a desire to build back up the contingency fund and have a presentation on the Public Employees Retirement System (PERS).

## **Board Committee and Conference Reports**

Time: 9:18 pm

Chair Wang proposed a change to the committee and conference reports that starting at the next Board Meeting, conference reports be written and added to the Boardbook. The Board expressed agreement. Director Splitt provided a brief update on the Bond Accountability Committee.

## **Consent Agenda: Resolutions 7292, 7293, 7295 and 7297**

Time: 9:24 pm

Discussion:

Vice-Chair DePass thanked staff for the effort to increase women owned businesses contracts and would love to see more contracts with minority owned businesses.

Public Comment: None

Actions:

- Director Engelsman moved and Director La Forte seconded the motion to adopt Resolutions 7292, 7293, 7295, and 7297. The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

**Other Business, Committee Referrals, and Future Agenda Items**

Time: 9:25 pm

Topics to discuss for future were proposed and discussed including consideration of the proposed amendment that did not pass, add time to each agenda to talk about rightsizing, discussion on how to amend resolutions, discussion about the Districtwide Advocacy and Fundraising Policy, a presentation on PERS, a discussion on scheduling for seniors, and a request to hear back about how staff can support students attending Earthstock given that it falls on a furlough day.

**Adjourn**

The meeting was adjourned at 10:05 pm by Board Chair Eddie Wang.

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Submitted by:

Rosanne Powell  
Senior Board Operations Manager/Board Clerk  
Portland Public Schools

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## Resolutions As Adopted

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**RESOLUTION No. 7291**

Resolution to Amend the District's Public Contracting Rules

**RECITALS**

- A. The Board of Directors of School District No. 1J, Multnomah County, Oregon ("District") acts as the Local Public Contract Review Board ("Board") pursuant to ORS 279A.060.
- B. ORS 279A.065 empowers public contracting agencies to adopt rules of procedure for public contracts, and the District has adopted such rules ("2024 Rules").
- C. The Board deems it necessary and advisable to adopt updated rules ("2026 Rules") to improve internal consistency and alignment with other Board policies.

**RESOLUTION**

- 1. The Board hereby adopts the 2026 Rules attached hereto as Exhibit A as the District's Public Contracting Rules.
- 2. The District's 2026 Rules supersede and replace the District's 2024 Rules.

**RESOLUTION No. 7292**

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

**NEW CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>	<b>Certified Business</b>
Commercial Industrial Design Architecture (CIDA)	4/15/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Architecture ARCH 97746	Master contract for as-needed Architectural and Engineering (AE) Services Request for Proposals 2026-004	Not to Exceed \$200,000,000	J. Franco Funding Source Varies	WBE
Arcadis Architects	4/15/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Architecture ARCH 97745	Master contract for as-needed Architectural and Engineering (AE) Services Request for Proposals 2026-004	Not to Exceed \$200,000,000	J. Franco Funding Source Varies	No
DLR Group	4/15/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Architecture ARCH 97751	Master contract for as-needed Architectural and Engineering (AE) Services Request for Proposals 2026-004	Not to Exceed \$200,000,000	J. Franco Funding Source Varies	No
Studio Petretti	4/15/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Architecture ARCH 97741	Master contract for as-needed Architectural and Engineering (AE) Services Request for Proposals 2026-004	Not to Exceed \$200,000,000	J. Franco Funding Source Varies	WBE
Oh Planning + Design	4/15/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Architecture ARCH 97740	Master contract for as-needed Architectural and Engineering (AE) Services Request for Proposals 2026-004	Not to Exceed \$200,000,000	J. Franco Funding Source Varies	WBE
Mahlum Architects	4/15/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Architecture ARCH 97739	Master contract for as-needed Architectural and Engineering (AE) Services Request for Proposals 2026-004	Not to Exceed \$200,000,000	J. Franco Funding Source Varies	No
InLine Commercial Construction	4/15/2026 Through 12/31/2026	Construction C 97736	Cesar Chavez partial re-roof Invitation to Bid 2026-009	\$4,085,753	T. Odgers Fund: 456 Dept: 5511	No

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
InLine Commercial Construction	4/15/2026 Through 12/31/2027	Construction C 97744	Marshall re-roof Invitation to Bid 2026-013	\$8,534,361	T. Odgers Fund: 456 Dept: 5511	No
Skyward Construction	4/15/2026 Through 12/31/2026	Construction C 97738	Woodmere re-roof Invitation to Bid 2026-011	\$3,647,906	T. Odgers Fund: 456 Dept: 5511	No
2KG Contractors	4/15/2026 Through 11/30/2026	Construction C 97743	Vestal re-roof Invitation to Bid 2026-012	\$3,635,000	T. Odgers Fund: 456 Dept: 5511	No
DKS Associates	4/15/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Related Services RS 97698	Master contract for as-needed Traffic Impact Analysis and Traffic Management Plan (TIA and TMP) Services Request for Proposals 2026-008	Not to Exceed \$3,000,000	J. Franco Funding Source Varies	No
Kittelson & Associates	4/15/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Related Services RS 97699	Master contract for as-needed Traffic Impact Analysis and Traffic Management Plan (TIA and TMP) Services Request for Proposals 2026-008	Not to Exceed \$3,000,000	J. Franco Funding Source Varies	No
KPFF Consulting Engineers	4/15/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Related Services RS 97709	Master contract for as-needed Surveying Consultant Services Request for Proposals 2026-018	Not to Exceed \$3,000,000	J. Franco Funding Source Varies	No
Harper Houf Peterson Righellis	4/15/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Related Services RS 97708	Master contract for as-needed Surveying Consultant Services Request for Proposals 2026-018	Not to Exceed \$3,000,000	J. Franco Funding Source Varies	No
AKS Engineering & Forestry	4/15/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Related Services RS 97702	Master contract for as-needed Surveying Consultant Services Request for Proposals 2026-018	Not to Exceed \$3,000,000	J. Franco Funding Source Varies	No

\*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

### NEW COOPERATIVE PURCHASING AGREEMENTS

No New Cooperative Purchasing Agreements

### NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Multnomah County	12/1/2025 Through 12/1/2030	Intergovernmental Agreement IGA 97733	Core mental health services to children and families in the PPS Early Learners program	\$221,460	K. Howard Fund: 205 Dept:

### AMENDMENTS TO EXISTING CONTRACTS

No New Amendments

**RESOLUTION No. 7293**

Adoption of the Minutes

The Following Minutes are offered for Adoption:

- March 31, 2026 – Special Meeting and Work Session



**Resolution No. 7295**

Resolution to amend the Budget Calendar for 2026-27

The Portland Public Schools Board of Education amends the following Budget Calendar for 2026-27 budget development:

<b>Portland Public Schools</b> <b>Calendar to Adopt the 2026-27 Budget</b> <i>Draft Reviewed on October 28, 2025</i> <i>Adopted on November 4, 2025</i> <i>Amended on April 14, 2026</i>					
			Board Inform / Review	Board Action	
<b>BUDGET PLANNING</b>	October 28, 2025	<b>School Board Meeting</b> Board reviews draft 2026-27 Budget Calendar	✓		PEC
	October - December 2025	<b>Community Engagement</b>			TBD
	November 4, 2025	<b>School Board Meeting</b> Board adopts 2026-27 Budget Calendar		✓	PEC
	November 18, 2025	<b>School Board Meeting</b> Board appoints Community Budget Review Committee (CBRC) members		✓	PEC
	December 16, 2025	<b>School Board Budget Work Session</b> Establish priorities, budget principles, and policies	✓		PEC
	January - March 2026	<b>School Board Budget Work Sessions</b> Inclusive of budget trainings, CBRC work session, and school staffing	✓		PEC
<b>BUDGET BUILDING</b>	April 2026	<b>Publish 1<sup>st</sup> Notice of Budget Committee Meeting</b> <i>(5 to 30 days before the meeting)</i>			The Oregonian Web Site
	April 2026	<b>Publish 2<sup>nd</sup> Notice of Budget Committee Meeting</b> <i>(5 to 30 days before the meeting)</i>			The Oregonian Web Site
	April 28, 2026	<b>Budget Committee Meeting (School Board Work Session)</b> <i>CBRC in attendance</i> <b>Proposed Budget:</b> Superintendent delivers 2026-27 Proposed Budget message and presentation	✓		PEC
	May 12, 2026	<b>School Board Meeting</b> <i>CBRC presents 2026-27 Proposed Budget Report to the Board</i> Board discussion and feedback focused on the budget		✓	PEC
	May 13, 2026 <i>(updated)</i>	<b>Budget Committee Meeting and Budget Work Session</b> Board conducts a public hearing and work session on the Proposed Budget	✓		Benson High School <i>(updated)</i>
	May 26, 2026	<b>Budget Committee Meeting</b> <b>Approved Budget:</b> Board as Budget Committee approves 2026-27 Proposed Budget		✓	PEC
	June 2026	<b>Publish Notice of Budget Hearing and Budget Summary</b> <i>(5 to 30 days before the meeting)</i>			The Oregonian Web Site
	June 23, 2026	<b>TSCC Hearing (pending TSCC confirmation)</b> TSCC certifies 2026-27 Approved Budget <b>Budget Committee Meeting (School Board Meeting)</b> <b>Adopted Budget:</b> Board conducts a public hearing, adopts budget, makes appropriations, and imposes taxes	✓		PEC
	July 15, 2026	<b>Submit Tax Certification documentations</b> <i>File budget information with County Recorder and Designated Agencies</i>			✓

## **RESOLUTION No. 7296**

### Resolution to Direct the Superintendent to Begin a Rightsizing Process for Portland Public Schools

#### **RECITALS**

- A. Whereas Portland Public Schools (PPS) is committed to well-resourced schools so that every PPS student has equitable access to a robust and high-quality educational experience;
- B. Whereas the Student Assignment to Neighborhood Schools Policy 4.10.045-P directs the Superintendent to regularly monitor enrollment, program demand and demographic trends; and
- C. Whereas PPS enrollment has declined steadily for the past five years and is forecast to continue to decline for at least the next five years. At the same time, our facilities are aging and costs have increased, forcing resource strains across schools;
- D. Now, therefore, to continue to ensure well-resourced, sustainable schools and equitable access to opportunities for all students across the District, be it resolved that in April 2026, the District will launch phase three of Growing Great Schools, focusing on the school and program rightsizing process. This third phase represents the beginning of a multi-step, rigorous, and community-focused effort at rightsizing PPS schools.
  - a. All district schools and programs will be included in the process.
  - b. An - advisory committee of stakeholders including union representatives, principals, and staff will provide input and guidance to the Superintendent.
  - c. The District will involve the community in virtual and in person meetings and conversations to help inform the process, rightsizing options and implementation of potential changes.
  - d. The Board will receive regular updates on the process,
  - e. Implementation of Board approved changes will be initiated no later than the 2027-28 school year and will be completed within a three-year period.
- E. The result of this process will include school and program closures, consolidations, or boundary changes. The District is committed to ensuring that students, families, and community are at the forefront of decisions that are made.

#### **RESOLUTION**

The Board of Directors directs the Superintendent to launch the districtwide rightsizing process within the Growing Great Schools District-wide process to consider school and program consolidations, boundary adjustment, special program changes, and grade reconfigurations.

**RESOLUTION No. 7297**

Revenue Contracts that Exceed \$150,000 for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts, except as otherwise expressly authorized. Contracts exceeding \$150,000 per contractor are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

**NEW REVENUE CONTRACTS**

No new Revenue Contracts

**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>
Multnomah Education Service District (MESD)	1/1/2026 Through 12/31/2030	Intergovernmental Agreement / Revenue IGA/R 97789	MESD serving as fiscal agent for Portland Clean Energy Fund (PCEF) Collaborating for Climate Action (CCA) grant award for energy efficiency upgrades and green schoolyard projects in PPS schools.	\$25,568,240	J. Franco

**AMENDMENTS TO EXISTING CONTRACTS**

No New Amendments to Existing Revenue Contracts

## RESOLUTION No. 7298

### Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

#### RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

#### RESOLUTION

The following agreements were reviewed by the Board on April 28, 2026, but the Board inadvertently omitted a formal vote to approve this resolution on the consent agenda. The Board hereby ratifies the following agreements.

#### NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Elevate Building Commissioning	4/29/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Related Services RS 97700	Master contract for as-needed Commissioning Services Request for Proposals 2026-016	Not to Exceed \$3,000,000	J. Franco Funding Source Varies	ESB
Sāzān Group	4/29/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Related Services RS 97701	Master contract for as-needed Commissioning Services Request for Proposals 2026-016	Not to Exceed \$3,000,000	J. Franco Funding Source Varies	No
Systems West Engineers	4/29/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Related Services RS 97704	Master contract for as-needed Commissioning Services Request for Proposals 2026-016	Not to Exceed \$3,000,000	J. Franco Funding Source Varies	No
Mackenzie Engineering	4/29/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Related Services RS 97747	Master contract for as-needed Zoning, Permitting and Planning Consulting Services Request for Proposals 2026-019	Not to Exceed \$3,000,000	J. Franco Funding Source Varies	No

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Harper Houf Peterson Righellis	4/29/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Related Services RS 97748	Master contract for as-needed Zoning, Permitting and Planning Consulting Services Request for Proposals 2026-019	Not to Exceed \$3,000,000	J. Franco Funding Source Varies	No
Winterbrook Planning	4/29/2026 Through 4/14/2027 Option to renew for four additional one-year terms through 4/14/2031	Related Services RS 97749	Master contract for as-needed Zoning, Permitting and Planning Consulting Services Request for Proposals 2026-019	Not to Exceed \$3,000,000	J. Franco Funding Source Varies	No
Glumac	4/29/2026 Through 4/28/2031 Option to renew yearly throughout the completion of the CMGC contract plus the post one-year warranty	Related Services RS 97752	Commissioning Services for the Ida B. Wells High School Modernization Project Request for Proposals 2025-028	\$529,685	J. Franco Fund: 459, 461 Dept: 5511	No
CorVel Enterprise Comp	5/1/2026 Through 4/30/2028	Personal Services PS 97785	Third party administration of workers' compensation claims. Direct Negotiation – Ongoing Long-Term Relationship PPS-46-0525(3)	\$701,050	S. Toncray Fund: 601 Dept:	No
Arcadis Architects	4/29/2026 Through 4/28/2029 Option to renew for three additional one-year terms through 4/28/2032	Architectural Services ARCH 97800	Richmond Roof and Seismic design Request for Proposals 2025-038	\$1,151,860.35	T. Odgers Fund: 456, 461 Dept: 5511	No
Terracon Consultants	4/29/2026 Through 4/28/2027 Option to renew for four additional one-year terms through 4/28/2031	Related Services RS 97788	Master contract for as-needed Roof and Building Envelope Consulting services Request for Proposals 2026-017	Not to Exceed \$3,000,000	J. Franco Funding Source Varies	No

## AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount; New Contract Amount	Responsible Administrator, Funding Source	Certified Business
McKinstry Essention	4/29/2026 Through 3/31/2027	Energy Saving Performance Contract ESPC 93603 Amendment 6	Multiple Site Energy Services Company (ESCO) work. Amendment 6 adds Arleta, Arleta Annex, and Clark Request for Proposals 2022-007	\$1,635,000 \$2,496,302	T. Odgers Fund: 438 Dept: 5597	No
Miller Nash	4/29/2026 Through 12/31/2026	Legal Services LS 96887 Amendment 2	Amendment 2 adds funds for new and ongoing legal services and to maintain continuity. Direct Negotiation - Legal Services PPS-46-0525(13)	\$400,000 \$1,200,000	S. Toncray Fund: 101 Dept: 5460	No